

distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

4722. Count 429 Publishers engaged in improper conduct concerning “Trapped” in the same manner as did the publishers described in paragraphs 38, 39, 40, 45, 46, and 48 hereof.

4723. Count 429 Administrators engaged in improper conduct concerning “Trapped” in the same manner as did the administrators described in paragraphs 38, 39, 40, 45, 46, and 48 hereof.

4724. Count 429 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “The Humpty Dance” (containing “Let’s Play House”) in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

4725. The applicable Plaintiffs have given Count 429 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “The Humpty Dance” (containing “Let’s Play House”), and the infringement has not been remedied.

4726. The infringing conduct of the Count 429 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

4727. The foregoing conduct of Count 429 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 429 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 430
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING “Trapped By A Thing Called Love” (Against Defendant Malaco
Records, Inc. “Count 430 Defendants”)

4728. Plaintiffs reallege each and every allegation in paragraphs 1 through 4727 hereof as if fully set forth herein.

4729. Artist Denise LaSalle performed the Infringing Sound Recording “Trapped By A Thing Called Love” on the “Trapped” and “ This Real Woman” Records. “Trapped By A Thing Called Love” is a cover version of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine-owned sound recording “Trapped By A Thing Called Love,” which was performed and released without license or agreement from the applicable Plaintiffs.

4730. No clearance company was involved.

4731. Defendant Label Malaco Records, Inc. and Defendant Entertainment Company Malaco Records, Inc. stand in the same relationship to each other and to the Infringing Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Sound Recording and/or Records.

4732. Defendant Label Malaco Records, Inc. engaged in improper conduct concerning “Trapped By A Thing Called Love (cover)” in the same manner as did the labels described in paragraphs 40, 42, 45, 46 and 48 hereof.

4733. Defendant Entertainment Company Malaco Records, Inc. engaged in improper conduct concerning “Trapped By A Thing Called Love (cover)” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, 48, and 54 hereof.

4734. Count 430 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Trapped By A Thing Called Love” in the same manner as did Defendants described in paragraphs 53, 54, and 57 hereof.

4735. The applicable Plaintiffs have given Count 430 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the

improper use of the musical composition and sound recording “Trapped By A Thing Called Love,” and the infringement has not been remedied.

4736. Upon information and belief, the infringing conduct of the Count 430 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by the misrepresentation of the correct origin of the Infringing Composition and/or Sound Recording and/or Records on the insert and cover of the Records sold to the public.

4737. The foregoing conduct of Count 430 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 430 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 431
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING “Trapped . . . 1990” (Against Defendant Malaco Records, Inc. “Count
431 Defendants”)

4738. Plaintiffs reallege each and every allegation in paragraphs 1 through 4737 hereof as if fully set forth herein.

4739. Artist Denise La Salle performed the Infringing Sound Recording “Trapped . . . 1990” on the “Still Trapped” Records. “Trapped . . . 1990” is a cover version of the Bridgeport and/or Southfield musical composition and the Westbound and/or Nine-owned sound recording “Trapped By A Thing Called Love,” which was performed and released without license or agreement from the applicable Plaintiffs.

4740. No clearance company was involved.

4741. Defendant Label Malaco Records, Inc. and Defendant Entertainment Company Malaco Records, Inc. stand in the same relationship to each other and to the Infringing Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors,

and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Sound Recording and/or Records.

4742. Defendant Label Malaco Records, Inc. engaged in improper conduct concerning “Trapped . . . 1990” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, and 47 hereof.

4743. Defendant Entertainment Company Malaco Records, Inc. engaged in improper conduct concerning “Trapped . . . 1990” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, 47, and 54 hereof.

4744. Count 431 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Trapped By A Thing Called Love” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

4745. The applicable Plaintiffs have given Count 431 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording “Trapped By A Thing Called Love,” and the infringement has not been remedied.

4746. The infringing conduct of the Count 431 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

4747. The foregoing conduct of Count 431 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 431 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 432

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Trespass” (Against Defendants Rhyme Syndicate Music, WB Music Corp., Gangsta Boogie Music, Universal-Polygram International Publishing, Inc. a/s/t Polygram International Publishing, Inc., Warner-Chappell Music, Inc., London-Sire Records, Inc., individually and a/s/t Sire Records Group, Inc., Universal Music Group, Inc., and Universal Pictures “Count 432 Defendants”)

4748. Plaintiffs reallege each and every allegation in paragraphs 1 through 4747 hereof as if fully set forth herein.

4749. Rap artist Tracy Marrow a/k/a Ice T performed the Infringing Composition and Sound Recording “Trespass” on the “Trespass (Original Soundtrack/OST)” and “Featuring ... Ice Cube” Records. Further, “Trespass” was included in a Motion Picture and Video entitled “Trespass” produced by Universal Pictures. “Trespass” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical compositions “Give Up The Funk (Tear The Roof Off The Sucker),” “Bop Gun (Endangered Species),” and “Funkentelechy,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Trespass.”

4750. No clearance company was involved.

4751. Defendant Publishers Rhyme Syndicate Music, WB Music Corp, and Gangsta Boogie Music (“Count 432 Publishers”), Defendant Administrators Universal-Polygram International Publishing, Inc., individually and a/s/t Polygram International Publishing, Inc., WB Music Corp. and Warner-Chappell Music, Inc. (“Count 432 Administrators”), Defendant Label London-Sire Records, Inc., individually and a/s/t Sire Records Group, Inc., Defendant Entertainment Company Universal Music Group, Inc., and Defendant Video and Motion Picture Producer Universal Pictures stand in the same relationship to each other and to the Infringing Composition and Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Sound Recordings and/or Records.

4752. Count 432 Publishers engaged in improper conduct concerning “Trespass” in the same manner as did the publishers described in paragraphs 38, 39, 40, 45, 46, 47, and 48 hereof.

4753. Count 432 Administrators engaged in improper conduct concerning “Trespass” in the same manner as did the administrators described in paragraphs 38, 39, 40, 45, 46, 47, and 48 hereof.

4754. Defendant Label London-Sire Records, Inc., individually and a/s/t Sire Records Group, Inc. engaged in improper conduct concerning “Trespass” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, and 48 hereof.

4755. Defendant Entertainment Company Universal Music Group, Inc.. engaged in improper conduct concerning “Trespass” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 48, and 54 hereof.

4756. Defendant Video and Motion Picture Producer Universal Pictures engaged in improper conduct concerning “Trespass” in the same manner as did the video and motion picture producers described in paragraphs 40, 42, 45, 46, 48, 49, and 54 hereof.

4757. Count 432 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Give Up The Funk (Tear The Roof Off The Sucker),” “Bop Gun (Endangered Species),” and “Funkentelechy” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

4758. The applicable Plaintiffs have given Count 432 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical compositions “Give Up The Funk (Tear The Roof Off The Sucker) ,” “Bop Gun (Endangered Species),” and “Funkentelechy,” and the infringement has not been remedied.

4759. The infringing conduct of the Count 432 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

4760. The foregoing conduct of Count 432 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 432 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 433
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING "Turn This Mutha Out" (Against Defendant Alliance Records "Count
433 Defendants")

4761. Plaintiffs reallege each and every allegation in paragraphs 1 through 4760 hereof as if fully set forth herein.

4762. Rap artist M.C. Hammer performed the Infringing Sound Recording "Turn This Mutha Out" on the "Let's Get It Started" Records. "Turn This Mutha Out" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "Give Up The Funk (Tear The Roof Off The Sucker)," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Turn This Mutha Out."

4763. No clearance company was involved.

4764. Defendant Label Alliance Records and Defendant Entertainment Company Alliance Records stand in the same relationship to each other and to the Infringing Sound Recording and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Sound Recordings and/or Records.

4765. Defendant Label Alliance Records engaged in improper conduct concerning "Turn This Mutha Out" in the same manner as did the labels described in paragraphs 40, 42, 45, 46, and 48 hereof.

4766. Defendant Entertainment Company Alliance Records engaged in improper conduct concerning “Turn This Mutha Out” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 48, and 54 hereof.

4767. Count 433 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Give Up The Funk (Tear The Roof Off The Sucker)” in the same manner as did Defendants described in paragraphs 53, 54, and 57 hereof.

4768. The applicable Plaintiffs have given Count 433 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Give Up The Funk (Tear The Roof Off The Sucker),” and the infringement has not been remedied

4769. Upon information and belief, the infringing conduct of the Count 433 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

4770. The foregoing conduct of Count 433 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 433 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 434

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Two To The Head” (Against Defendants Cold Chillin’ Records and Video, Inc., Jus’ Livin’ Music Publishing, a division of Livin’ Large Records, Inc., Kool G Rap Music, Inc., N-The-Water Publishing, Inc., Bizzy Boy Funk Music, Rap-A-Lot Records, Inc., and Warner Music Group, Inc. “Count 434 Defendants”)

4771. Plaintiffs reallege each and every allegation in paragraphs 1 through 4770 hereof as if fully set forth herein.

4772. Rap artist Kool G. Rap & D.J. Polo performed the Infringing Composition and Sound Recording “Two To The Head” on the “Live and Let Die” and “Rap G Style” Records. “Two To The Head” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine Sound Recording “Good Old Music,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Two To The Head.”

4773. No clearance company was involved.

4774. Defendant Publishers Jus’ Livin’ Music Publishing, a division of Livin’ Large Records, Inc., Kool G Rap Music, Inc., N-The-Water Publishing, Inc., and Bizzy Boy Funk Music (“Count 434 Publishers”), Defendant Administrators Jus’ Livin’ Music Publishing, a division of Livin’ Large Records, Inc., Kool G Rap Music, Inc., Rap-A-Lot Records, Inc., Bizzy Boy Funk Music (“Count 434 Administrators”), Defendant Label Cold Chillin’ Records and Video, Inc., and Defendant Entertainment Company Warner Music Group, Inc. stand in the same relationship to each other and to the Infringing Composition and Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Sound Recordings and/or Records.

4775. Count 434 Publishers engaged in improper conduct concerning “Two To The Head” in the same manner as did the publishers described in paragraphs 38, 39, 40, 45, 46, and 48 hereof.

4776. Count 434 Administrators engaged in improper conduct concerning “Two To The Head” in the same manner as did the administrators described in paragraphs 38, 39, 40, 45, and 46 hereof.

4777. Defendant Label Cold Chillin' Records and Video, Inc. engaged in improper conduct concerning "Two To The Head" in the same manner as did the labels described in paragraphs 40, 42, 45, 46, and 48 hereof.

4778. Defendant Entertainment Company Warner Music Group, Inc. engaged in improper conduct concerning "Two To The Head" in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 48, and 54 hereof.

4779. Count 434 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs' copyrights in "Good Old Music" in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

4780. The applicable Plaintiffs have given Count 434 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording "Good Old Music," and the infringement has not been remedied.

4781. The infringing conduct of the Count 434 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

4782. The foregoing conduct of Count 434 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 434 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 435
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING "U" (Against Defendants Arrested Development Music, EMI Music
Publishing, Inc., Capitol Records, Inc., Chrysalis Records, Inc., and EMI Group, plc "Count 435
Defendants")

4783. Plaintiffs reallege each and every allegation in paragraphs 1 through 4782 hereof as if fully set forth herein.

4784. Rap artist Arrested Development performed the Infringing Composition and Sound Recording “U” on the “Three Years, Five Months & Two Days In The Life Of” and “Unplugged (Japan Bonus Track)” Records. “U” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition “(Not Just) Knee Deep, Part 1 and Part 2” a/k/a “(Not Just) Knee Deep,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “U.”

4785. No clearance company was involved.

4786. Defendant Publisher Arrested Development Music (“Count 435 Publisher”), Defendant Administrator EMI Music Publishing, Inc. (“Count 435 Administrator”), Defendant Labels Capitol Records, Inc. and Chrysalis Records, Inc., and Defendant Entertainment Company EMI Group, plc stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and/or Records.

4787. Count 435 Publisher engaged in improper conduct concerning “U” in the same manner as did the publishers described in paragraphs 39, 40, 45, 46, and 48 hereof.

4788. Count 435 Administrator engaged in improper conduct concerning “U” in the same manner as did the administrators described in paragraphs 39, 40, 45, 46, and 48 hereof.

4789. Defendant Labels Capitol Records, Inc. and Chrysalis Records, Inc. engaged in improper conduct concerning “U” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, 47, and 48 hereof.

4790. Defendant Entertainment Company EMI Group, plc engaged in improper conduct concerning “U” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 47, 48, and 54 hereof.

4791. Count 435 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “(Not Just) Knee Deep, Part 1 and Part 2” a/k/a “(Not Just) Knee Deep” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

4792. The applicable Plaintiffs have given Count 435 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “(Not Just) Knee Deep, Part 1 and Part 2” a/k/a “(Not Just) Knee Deep,” and the infringement has not been remedied.

4793. The infringing conduct of the Count 435 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

4794. The foregoing conduct of Count 435 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 435 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 436
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING “U Ain't Gonna Take My Life” (Against Defendants Gangsta Boogie
Music, WB Music Corp., and Warner-Chappell Music, Inc. “Count 436 Defendants”)

4795. Plaintiffs reallege each and every allegation in paragraphs 1 through 4794 hereof as if fully set forth herein.

4796. Rap artist O'Shea Jackson a/k/a Ice Cube performed the Infringing Composition and Sound Recording "U Ain't Gonna Take My Life" on the "Bootlegs & B-Sides" Records. "U Ain't Gonna Take My Life" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine-owned sound recording "Nappy Dugout," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "U Ain't Gonna Take My Life."

4797. No clearance company was involved.

4798. Defendant Publishers Gangsta Boogie Music and WB Music Corp. ("Count 436 Publishers") and Defendant Administrators WB Music Corp. and Warner-Chappell Music, Inc. ("Count 436 Administrators") stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Sound Recordings and/or Records.

4799. Count 436 Publishers engaged in improper conduct concerning "U Ain't Gonna Take My Life" in the same manner as did the publishers described in paragraphs 39, 40, 45, 46, and 48 hereof.

4800. Count 436 Administrators engaged in improper conduct concerning "U Ain't Gonna Take My Life" in the same manner as did the administrators described in paragraphs 39, 40, 45, 46, and 48 hereof.

4801. Count 436 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs' copyrights in "Nappy Dugout" in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

4802. The applicable Plaintiffs have given Count 436 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the

improper use of the musical composition and sound recording “Nappy Dugout,” and the infringement has not been remedied.

4803. The infringing conduct of the Count 436 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

4804. The foregoing conduct of Count 436 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 436 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 437

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “U Bring Da Dog Out” (Against Defendants John Doe Defendants 1-500, Death Row Records, Inc., Interscope-Geffen-A & M, a division of Universal Music Group, Inc., individually and a/s/t Interscope Records, Inc., and Universal Music Group, Inc. “Count 437 Defendants”)

4805. Plaintiffs reallege each and every allegation in paragraphs 1 through 4804 hereof as if fully set forth herein.

4806. Rap artist Rhythm & Knowledge performed the Infringing Composition and Sound Recording “U Bring Da Dog Out” on the “Above the Rim (Original Sound Track/OST)” Records. “U Bring Da Dog Out” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition “Atomic Dog,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “U Bring Da Dog Out.”

4807. No clearance company was involved.

4808. Defendant Publishers John Doe Defendants 1-500 (“Count 437 Publishers”), Defendant Administrators John Doe Defendants 1-500 (“Count 437 Administrators”), Defendant Labels Death Row Records, Inc. and Interscope-Geffen-A & M, a division of Universal Music Group, Inc., individually and a/s/t Interscope Records, Inc., and Defendant Entertainment Companies Death Row Records, Inc. and Universal Music Group, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and/or Records.

4809. Count 437 Publishers engaged in improper conduct concerning “U Bring Da Dog Out” in the same manner as did the publishers described in paragraphs 38 and/or 39, and 40, 45, 46, and 48 hereof.

4810. Count 437 Administrators engaged in improper conduct concerning “U Bring Da Dog Out” in the same manner as did the administrators described in paragraphs 38 and/or 39, and 40, 45, 46, and 48 hereof.

4811. Defendant Labels Death Row Records, Inc. and Interscope-Geffen-A & M, a division of Universal Music Group, Inc., individually and a/s/t Interscope Records, Inc. engaged in improper conduct concerning “U Bring Da Dog Out” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, 47, and 48 hereof.

4812. Defendant Entertainment Companies Universal Music Group, Inc. and Death Row Records, Inc. engaged in improper conduct concerning “U Bring Da Dog Out” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 47, 48, and 54 hereof.

4813. Count 437 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Atomic Dog” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

4814. The applicable Plaintiffs have given Count 437 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Atomic Dog,” and the infringement has not been remedied.

4815. The infringing conduct of the Count 437 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

4816. The foregoing conduct of Count 437 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 437 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 438
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING “U Got What I Want” (Against Defendants Giant Records, Inc. and
Warner Music Group, Inc. “Count 438 Defendants”)

4817. Plaintiffs reallege each and every allegation in paragraphs 1 through 4816 hereof as if fully set forth herein.

4818. Rap artist POV performed the Infringing Composition “U Got What I Want” on the “Handin’ Out Beatdowns” Records. “U Got What I Want” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine-owned sound recording “Funky Worm,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “U Got What I Want.”

4819. No clearance company was involved.

4820. Defendant Label Giant Records, Inc. and Defendant Entertainment Company Warner Music Group, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

4821. Defendant Label Giant Records, Inc. engaged in improper conduct concerning “U Got What I Want” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, and 48 hereof.

4822. Defendant Entertainment Company Warner Music Group, Inc. engaged in improper conduct concerning “U Got What I Want” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 48, and 54 hereof.

4823. Count 438 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Funky Worm” in the same manner as did Defendants described in paragraphs 53, 54, and 57 hereof.

4824. The applicable Plaintiffs have given Count 438 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording “Funky Worm,” and the infringement has not been remedied.

4825. Upon information and belief, the infringing conduct of the Count 438 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by the misrepresentation of the correct origin of the Infringing Composition and/or Sound Recording and/or Records on the insert and cover of the Records sold to the public.

4826. The foregoing conduct of Count 438 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as

against Count 438 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 439

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Uglee Pictures" (Against Defendants John Doe Defendants 1-500, Elektra Entertainment Group, Inc., individually and a/s/t East West Records, Inc., and Warner Music Group, Inc. "Count 439 Defendants")

4827. Plaintiffs reallege each and every allegation in paragraphs 1 through 4826 hereof as if fully set forth herein.

4828. Rap artist Knucklehedz performed the Infringing Composition and Sound Recording "Uglee Pictures" on the "Stickly Savage" Records. "Uglee Pictures" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical compositions "So Ruff," (containing "Flashlight" and "Bop Gun (Endangered Species)") which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Uglee Pictures."

4829. Diamond Time, Ltd. was the clearance company involved.

4830. Defendant Publishers John Doe Defendants 1-500 ("Count 439 Publishers"), Defendant Administrators John Doe Defendants 1-500 ("Count 439 Administrators"), Defendant Label Elektra Entertainment Group, Inc., individually and a/s/t East West Records, Inc., and Defendant Entertainment Company Warner Music Group, Inc. and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and/or Records.

4831. Count 439 Publishers engaged in improper conduct concerning "Uglee Pictures" in the same manner as did the publishers described in paragraphs 38 and/or 39, and 41, 45, 46, and 48 hereof.

4832. Count 439 Administrators engaged in improper conduct concerning “Uglee Pictures” in the same manner as did the administrators described in paragraphs 38 and/or 39, and 41, 45, 46, and 48 hereof.

4833. Defendant Label Elektra Entertainment Group, Inc., individually and a/s/t East West Records, Inc. engaged in improper conduct concerning “Uglee Pictures” in the same manner as did the labels described in paragraphs 41, 42, 45, 46, and 48 hereof.

4834. Defendant Entertainment Company Warner Music Group, Inc. engaged in improper conduct concerning “Uglee Pictures” in the same manner as did the entertainment companies described in paragraphs 41, 42, 45, 46, and 54 hereof.

4835. Count 439 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “So Ruff,” (containing “Flashlight” and “Bop Gun (Endangered Species)”) in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

4836. The applicable Plaintiffs have given Count 439 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical compositions “So Ruff,” (containing “Flashlight” and “Bop Gun (Endangered Species)”) and the infringement has not been remedied.

4837. Upon information and belief, the infringing conduct of the Count 439 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by the misrepresentation of the correct origin of the Infringing Composition and/or Sound Recording and/or Records on the insert and cover of the Records sold to the public.

4838. The foregoing conduct of Count 439 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as

against Count 439 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 440

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Under a Nouveau Groove" (Against Defendants George Clinton d/b/a Exoskeletal Music, Warner-Tamerlane Publishing Corp., Lehsem Songs, ATI Equities, Inc., John Massa, Warner-Tamerlane Publishing Corp., Warner Bros. Records, Inc., and Warner Music Group, Inc. "Count 440 Defendants")

4839. Plaintiffs reallege each and every allegation in paragraphs 1 through 4838 hereof as if fully set forth herein.

4840. Rap artist Club Nouveau performed the Infringing Composition "Under a Nouveau Groove" on the "Under a Nouveau Groove" Records. "Under a Nouveau Groove" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "Flashlight," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Under a Nouveau Groove."

4841. No clearance company was involved.

4842. Defendant Publishers George Clinton d/b/a Exoskeletal Music, Warner-Tamerlane Publishing Corp. and Lehsem Songs ("Count 440 Publishers"), Defendant Administrators ATI Equities, Inc., John Massa, and Warner-Tamerlane Publishing Corp. ("Count 440 Administrators"), Defendant Label Warner Bros. Records, Inc., and Defendant Entertainment Company Warner Music Group, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

4843. Count 440 Publishers engaged in improper conduct concerning "Under a Nouveau Groove" in the same manner as did the publishers described in paragraphs 38, 39, 40, 45, and 46 hereof.

4844. Count 440 Administrators engaged in improper conduct concerning “Under a Nouveau Groove” in the same manner as did the administrators described in paragraphs 38, 39, 40, 45, and 46 hereof.

4845. Defendant Label Warner Bros. Records, Inc. engaged in improper conduct concerning “Under a Nouveau Groove” in the same manner as did the labels described in paragraphs 40, 42, 45, and 46 hereof.

4846. Defendant Entertainment Company Warner Music Group, Inc. engaged in improper conduct concerning “Under a Nouveau Groove” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, and 54 hereof.

4847. Count 440 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Flashlight” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

4848. The applicable Plaintiffs have given Count 440 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Flashlight,” and the infringement has not been remedied.

4849. The foregoing conduct of Count 440 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 440 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 441
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING “Under The Influence” (Against Defendants John Doe Defendants 1-
500, Continuum Records, Inc., and The Continuum Group, Inc. “Count 441 Defendants”)

4850. Plaintiffs reallege each and every allegation in paragraphs 1 through 4849 hereof as if fully set forth herein.

4851. Rap artist Bustin Melonz performed the Infringing Composition and Sound Recording “Under The Influence” on the “Watch Ya Seeds Pop Out” Records. “Under The Influence” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine-owned sound recording “Our Love Has Died,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Under The Influence.”

4852. Diamond Time, Ltd. was the clearance company involved.

4853. Defendant Publishers John Doe Defendants 1-500 (“Count 441 Publishers”), Defendant Administrators John Doe Defendants 1-500 (“Count 441 Administrators”), Defendant Label Continuum Records, Inc., and Defendant Entertainment Company The Continuum Group, Inc. and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Sound Recordings and/or Records.

4854. Count 441 Publishers engaged in improper conduct concerning “Under The Influence” in the same manner as did the publishers described in paragraphs 38 and/or 39, and 41, 45, 46, and 48 hereof.

4855. Count 441 Administrators engaged in improper conduct concerning “Under The Influence” in the same manner as did the administrators described in paragraphs 38 and/or 39, and 41, 45, 46, and 48 hereof.

4856. Defendant Label Continuum Records, Inc. engaged in improper conduct concerning “Under The Influence” in the same manner as did the labels described in paragraphs 41, 42, 45, 46, and 48 hereof.

4857. Defendant Entertainment Company The Continuum Group, Inc. engaged in improper conduct concerning “Under The Influence” in the same manner as did the entertainment companies described in paragraphs 41, 42, 45, 46, 48, and 54 hereof.

4858. Count 441 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Our Love Has Died” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

4859. The applicable Plaintiffs have given Count 441 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording “Our Love Has Died,” and the infringement has not been remedied.

4860. The infringing conduct of the Count 441 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

4861. The foregoing conduct of Count 441 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 441 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 442
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING “Underground Angel” (Against Defendant Sony Music
Entertainment, Inc. “Count 442 Defendant”)

4862. Plaintiffs reallege each and every allegation in paragraphs 1 through 4861 hereof as if fully set forth herein.

4863. Rap artist George Clinton and the P-Funk Allstars performed the Infringing Sound Recording “Underground Angel” on the “T.A.P.O.A.F.O.M.” Records. “Underground Angel” is a Bridgeport and/or Southfield-owned musical composition which was released without license or agreement from the applicable Plaintiffs.

4864. No clearance company was involved.

4865. Defendant Label Sony Music Entertainment, Inc. and Defendant Entertainment Company Sony Music Entertainment, Inc. stand in the same relationship to each other and to the Infringing Sound Recording and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Sound Recordings and/or Records.

4866. Defendant Label Sony Music Entertainment, Inc. engaged in improper conduct concerning “Underground Angel” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, and 47 hereof.

4867. Defendant Entertainment Company Sony Music Entertainment, Inc. engaged in improper conduct concerning “Underground Angel” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 47, and 54 hereof.

4868. Count 442 Defendant improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Underground Angel” in the same manner as did Defendant described in paragraphs 53, 54, and 57 hereof.

4869. The applicable Plaintiffs have given Count 442 Defendant notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Underground Angel,” and the infringement has not been remedied.

4870. The foregoing conduct of Count 442 Defendant constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in

paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 442 Defendant, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 443

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Vibe Alive" (Against Defendants Columbia Records, a division of Sony Music Entertainment, Inc., Island Music, Inc., Enemy Publishing, Nation Music Publishing, William Earl Collins d/b/a Mashamug Music, Irving Music, Inc., What's New Wave Music, Inc., Herbie Hancock Music, Local Motive Music, Radioactive Music, Virgin Music, Inc., and Sony Music Entertainment, Inc. "Count 443 Defendants")

4871. Plaintiffs reallege each and every allegation in paragraphs 1 through 4870 hereof as if fully set forth herein.

4872. Rap artist Herbie Hancock performed the Infringing Composition "Vibe Alive" on the "Perfect Machine" Records. "Vibe Alive" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "Mothership Connection (Star Child)" and "Chocolate City," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Vibe Alive."

4873. No clearance company was involved.

4874. Defendant Publishers Island Music, Inc., Enemy Publishing, Nation Music Publishing, William Earl Collins d/b/a Mashamug Music, Irving Music, Inc., What's New Wave Music, Inc., Herbie Hancock Music, and Local Motive Music ("Count 443 Publishers"), Defendant Administrators Island Music, Inc., Enemy Publishing, Nation Music Publishing, William Earl Collins d/b/a Mashamug Music, Irving Music, Inc., What's New Wave Music, Inc., Radioactive Music, and Virgin Music, Inc. ("Count 443 Administrators"), Defendant Label Columbia Records, a division of Sony Music Entertainment, Inc. and Defendant Entertainment Company Sony Music Entertainment, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies

described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

4875. Count 443 Publisher engaged in improper conduct concerning “Vibe Alive” in the same manner as did the publishers described in paragraphs 38, 39, 40, 45, 46, and 48 hereof.

4876. Count 443 Administrator engaged in improper conduct concerning “Vibe Alive” in the same manner as did the administrators described in paragraphs 38, 39, 40, 45, 46, and 48 hereof.

4877. Defendant Label Columbia Records, a division of Sony Music Entertainment, Inc. engaged in improper conduct concerning “Vibe Alive” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, and 48 hereof.

4878. Defendant Entertainment Company Sony Music Entertainment, Inc. engaged in improper conduct concerning “Vibe Alive” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 48 and 54 hereof.

4879. Count 443 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Mothership Connection (Star Child)” and “Chocolate City” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

4880. The applicable Plaintiffs have given Count 443 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical compositions “Mothership Connection (Star Child)” and “Chocolate City,” and the infringement has not been remedied.

4881. The infringing conduct of the Count 443 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

4882. The foregoing conduct of Count 443 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in

paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 443 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 444

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "W Balls" (Against Defendants WB Music Corp., Suge Publishing, Warner-Chappell Music, Inc., and Boutit, Inc., individually and d/b/a No Limit Records "Count 444 Defendants")

4883. Plaintiffs reallege each and every allegation in paragraphs 1 through 4882 hereof as if fully set forth herein.

4884. Rap artists C-Murder and Calvin Broadus a/k/a Snoop Doggy Dogg performed the Infringing Composition and Sound Recording "W Balls" on the "Bossalinie" and "Doggystyle" Records. "W Balls" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "Flashlight," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "W Balls."

4885. No clearance company was involved.

4886. Defendant Publishers WB Music Corp. and Suge Publishing ("Count 444 Publishers"), Defendant Administrators WB Music Corp. and Warner-Chappell Music, Inc. ("Count 444 Administrators"), Defendant Label Boutit, Inc. d/b/a No Limit Records and Defendant Entertainment Company Boutit, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and/or Records.

4887. Count 444 Publishers engaged in improper conduct concerning "W Balls" in the same manner as did the publishers described in paragraphs 38, 39, 40, 45, 46, and 48 hereof.

4888. Count 444 Administrators engaged in improper conduct concerning “W Balls” in the same manner as did the administrators described in paragraphs 38, 39, 40, 45, 46, and 48 hereof.

4889. Defendant Label Boutit, Inc. d/b/a No Limit Records engaged in improper conduct concerning “W Balls” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, 47, and 48 hereof.

4890. Defendant Entertainment Company Boutit, Inc. engaged in improper conduct concerning “W Balls” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 47, 48, and 54 hereof.

4891. Count 444 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Flashlight” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

4892. The applicable Plaintiffs have given Count 444 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Flashlight,” and the infringement has not been remedied.

4893. The infringing conduct of the Count 444 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

4894. The foregoing conduct of Count 444 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 444 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 445

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Waitin To Hate” (Against Defendants Gangsta Boogie Music, WB Music Corp., and Warner-Chappell Music, Inc. “Count 445 Defendants”)

4895. Plaintiffs reallege each and every allegation in paragraphs 1 through 4894 hereof as if fully set forth herein.

4896. Rap artist O’Shea Jackson a/k/a Ice Cube performed the Infringing Composition “Waitin To Hate” on the “War & Peace, Vol. 2 (The Peace Disc)” Records. “Waitin To Hate” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical compositions “So What Cha Sayin’,” (containing “One Nation Under a Groove”) which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Waitin To Hate.”

4897. Songwriter Services, Inc. was the clearance company involved.

4898. Defendant Publishers Gangsta Boogie Music and WB Music Corp. (“Count 445 Publishers”), Defendant Administrators WB Music Corp. and Warner-Chappell Music, Inc. (“Count 445 Administrators”) and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

4899. Count 445 Publishers engaged in improper conduct concerning “Waitin To Hate” in the same manner as did the publishers described in paragraphs 38, 39, 41, 45, and 46 hereof.

4900. Count 445 Administrators engaged in improper conduct concerning “Waitin To Hate” in the same manner as did the administrators described in paragraphs 38, 39, 41, 45, and 46 hereof.

4901. Count 445 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “So What Cha Sayin’” (containing “One Nation Under a Groove”) in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

4902. The applicable Plaintiffs have given Count 445 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical compositions “So What Cha Sayin” (containing “One Nation Under a Groove”) and the infringement has not been remedied.

4903. The foregoing conduct of Count 445 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 445 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 446
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING “Wanna Be Dancin” (Against Defendant Shocklee Music “Count
446 Defendants”)

4904. Plaintiffs reallege each and every allegation in paragraphs 1 through 4903 hereof as if fully set forth herein.

4905. Rap artist Terminator X performed the Infringing Composition and Sound Recording “Wanna Be Dancin” on the “Terminator & The Valley of Jeep Beats” Records. “Wanna Be Dancin” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition “Body Language,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Wanna Be Dancin’.”

4906. No clearance company was involved.

4907. Defendant Publisher Shocklee Music (“Count 446 Publishers”) and Defendant Administrator Shocklee Music (“Count 446 Administrator”) stand in the same relationship to each other and to the Infringing Composition and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in

paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

4908. Count 446 Publisher engaged in improper conduct concerning “Wanna Be Dancin’” in the same manner as did the publishers described in paragraphs 38, 40, 45, 46, and 48 hereof.

4909. Count 446 Administrator engaged in improper conduct concerning “Wanna Be Dancin’” in the same manner as did the administrators described in paragraphs 38, 40, 45, 46, and 48 hereof.

4910. Count 446 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Body Language” in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

4911. The applicable Plaintiffs have given Count 446 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Body Language,” and the infringement has not been remedied.

4912. Upon information and belief, the infringing conduct of the Count 446 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by the misrepresentation of the correct origin of the Infringing Composition and/or Sound Recording and/or Records on the insert and cover of the Records sold to the public.

4913. The foregoing conduct of Count 446 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 446 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 447

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Wanted” (Against Defendants Epic Records, Inc., Grandma’s Hands Music, Songs of Universal, Inc., Warner-Tamerlane Publishing Corp., Orpheus Records, Inc., Columbia

Records, a division of Sony Music Entertainment, Inc., and Sony Music Entertainment, Inc. “Count 447 Defendants”)

4914. Plaintiffs reallege each and every allegation in paragraphs 1 through 4913 hereof as if fully set forth herein.

4915. Rap artist Compton’s Most Wanted performed the Infringing Composition and Sound Recording “Wanted” on the “Straight Checkn’em” Records. “Wanted” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition “The Big Bang Theory,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Wanted.”

4916. No clearance company was involved.

4917. Defendant Publisher Grandma’s Hands Music (“Count 447 Publisher”), Defendant Administrators Songs of Universal, Inc. and Warner-Tamerlane Publishing Corp. (“Count 447 Administrator”), Defendant Labels Orpheus Records, Inc., Epic Records, Inc., and Columbia Records, a division of Sony Music Entertainment, Inc., and Defendant Entertainment Companies Sony Music Entertainment, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and/or Records.

4918. Count 447 Publishers engaged in improper conduct concerning “Wanted” in the same manner as did the publishers described in paragraphs 39, 40, 45, 46, 47, and 48 hereof.

4919. Count 447 Administrators engaged in improper conduct concerning “Wanted” in the same manner as did the administrators described in paragraphs 39, 40, 45, 46, 47, and 48 hereof.

4920. Defendant Labels Orpheus Records, Inc., Epic Records, Inc., and Columbia Records, a division of Sony Music Entertainment, Inc. engaged in improper conduct concerning “Wanted” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, 47, and 48 hereof.

4921. Defendant Entertainment Companies Sony Music Entertainment, Inc. and Orpheus Records, Inc. engaged in improper conduct concerning “Wanted” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 47, 48, and 54 hereof.

4922. Count 447 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “The Big Bang Theory” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

4923. The applicable Plaintiffs have given Count 447 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “The Big Bang Theory,” and the infringement has not been remedied.

4924. The infringing conduct of the Count 447 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

4925. The foregoing conduct of Count 447 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 447 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 448

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Warm It Up” (Against Defendants Columbia Records, a division of Sony Music Entertainment, Inc., EMI April Music, Inc., So So Def Recordings, Inc., EMI Music

Publishing, Inc., Ruffhouse Records, Inc., and Sony Music Entertainment, Inc., and “Count 448 Defendants”)

4926. Plaintiffs reallege each and every allegation in paragraphs 1 through 4925 hereof as if fully set forth herein.

4927. Rap artist Kriss Kross performed the Infringing Composition and Sound Recording “Warm It Up” on the “Totally Krossed Out” and “The Best of Kris Kross Remixed” Records. “Warm It Up” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition “The Humpty Dance,” (containing “Let’s Play House”) and “Good Old Music” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Warm It Up.”

4928. No clearance company was involved.

4929. Defendant Publishers EMI April Music, Inc., and So So Def Recordings, Inc. (“Count 448 Publishers”), Defendant Administrators EMI April Music, Inc. and EMI Music Publishing, Inc. (“Count 448 Administrators”), Defendant Labels Ruffhouse Records, Inc., Sony Music Entertainment, Inc., and Columbia Records, a division of Sony Music Entertainment, Inc., and Defendant Entertainment Companies Ruffhouse Records, Inc. and Sony Music Entertainment, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and/or Records.

4930. Count 448 Publishers engaged in improper conduct concerning “Warm It Up” in the same manner as did the publishers described in paragraphs 38, 39, 40, 45, 46, 47, and 48 hereof.

4931. Count 448 Administrators engaged in improper conduct concerning “Warm It Up” in the same manner as did the administrators described in paragraphs 38, 39, 40, 45, 46, 47, and 48 hereof.

4932. Defendant Labels Ruffhouse Records, Inc., Sony Music Entertainment, Inc., and Columbia Records, a division of Sony Music Entertainment, Inc. engaged in improper conduct concerning “Warm It Up” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, 47, and 48 hereof.

4933. Defendant Entertainment Companies Ruffhouse Records, Inc. and Sony Music Entertainment, Inc. engaged in improper conduct concerning “Warm It Up” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 47, 48, and 54 hereof.

4934. Count 448 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “The Humpty Dance” (containing “Let’s Play House”) and “Good Old Music” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

4935. The applicable Plaintiffs have given Count 448 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical compositions and sound recordings “The Humpty Dance,” (containing “Let’s Play House”) and “Good Old Music” and the infringement has not been remedied.

4936. The infringing conduct of the Count 448 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

4937. The foregoing conduct of Count 448 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 448 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 449

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Watch Dees Hoes” (Against Defendants Boutit, Inc., individually and d/b/a No Limit Records “Count 449 Defendants”)

4938. Plaintiffs reallege each and every allegation in paragraphs 1 through 4937 hereof as if fully set forth herein.

4939. Rap artist Master P performed the Infringing Composition and Sound Recording “Watch Dees Hoes” on the “Ice Cream Man” Records. “Watch Dees Hoes” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition “(Not Just) Knee Deep, Part 1 and Part 2” a/k/a “(Not Just) Knee Deep,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Watch Dees Hoes.”

4940. No clearance company was involved.

4941. Defendant Label Boutit, Inc. d/b/a No Limit Records and Defendant Entertainment Company Boutit, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recording and/or Records.

4942. Defendant Label Boutit, Inc. d/b/a No Limit Records engaged in improper conduct concerning “Watch Dees Hoes” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, and 48 hereof.

4943. Defendant Entertainment Company Boutit, Inc. engaged in improper conduct concerning “Watch Dees Hoes” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 48, and 54 hereof.

4944. Count 449 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs' copyrights in "(Not Just) Knee Deep, Part 1 and Part 2" a/k/a "(Not Just) Knee Deep" in the same manner as did Defendants described in paragraphs 53, 54, and 57 hereof.

4945. The applicable Plaintiffs have given Count 449 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition "(Not Just) Knee Deep, Part 1 and Part 2" a/k/a "(Not Just) Knee Deep," and the infringement has not been remedied.

4946. The infringing conduct of the Count 449 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

4947. The foregoing conduct of Count 449 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 449 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 450

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Way Of The Rhyme (Live Version)" (Against Defendants Columbia Records, a division of Sony Music Entertainment, Inc., EMI April Music, Inc., So So Def Recordings, Inc., EMI Music Publishing, Inc., Ruffhouse Records, Inc., and Sony Music Entertainment, Inc., "Count 450 Defendants")

4948. Plaintiffs reallege each and every allegation in paragraphs 1 through 4947 hereof as if fully set forth herein.

4949. Rap artist Kriss Kross performed the Infringing Composition and Sound Recording "Way Of The Rhyme (Live Version)" on the "Totally Krossed Out" and "The Best of Kris Kross Remixed" Records. "Way Of The Rhyme (Live Version)" contains sampled and/or interpolated portions of the

Bridgeport and/or Southfield-owned musical compositions “You Can’t Fade Me,” (containing “Rumpofsteelskin”) which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Way Of The Rhyme (Live Version).”

4950. No clearance company was involved.

4951. Defendant Publishers EMI April Music, Inc., and So So Def Recordings, Inc. (“Count 450 Publishers”), Defendant Administrators EMI April Music, Inc. and EMI Music Publishing, Inc. (“Count 450 Administrators”), Defendant Labels Ruffhouse Records, Inc., Sony Music Entertainment, Inc., and Columbia Records, a division of Sony Music Entertainment, Inc., and Defendant Entertainment Companies Ruffhouse Records, Inc. and Sony Music Entertainment, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and/or Records.

4952. Count 450 Publishers engaged in improper conduct concerning “Way Of The Rhyme (Live Version)” in the same manner as did the publishers described in paragraphs 38, 39, 40, 45, 46, and 48 hereof.

4953. Count 450 Administrators engaged in improper conduct concerning “Way Of The Rhyme (Live Version)” in the same manner as did the administrators described in paragraphs 38, 39, 40, 45, 46, and 48 hereof.

4954. Defendant Labels Ruffhouse Records, Inc., Sony Music Entertainment, Inc., and Columbia Records, a division of Sony Music Entertainment, Inc. engaged in improper conduct concerning “Way Of The Rhyme (Live Version)” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, 47, and 48 hereof.

4955. Defendant Entertainment Companies Ruffhouse Records, Inc. and Sony Music Entertainment, Inc. engaged in improper conduct concerning “Way Of The Rhyme (Live Version)” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 47, 48, and 54 hereof.

4956. Count 450 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “You Can’t Fade Me” (containing “Rumpofsteelskin”) in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

4957. The applicable Plaintiffs have given Count 450 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical compositions “You Can’t Fade Me” (containing “Rumpofsteelskin”) and the infringement has not been remedied.

4958. The infringing conduct of the Count 450 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

4959. The foregoing conduct of Count 450 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 450 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 451
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING “We Got Our Own Thang” (Against Defendants Thump Records,
Inc., MCA Records, Inc., and Universal Music Group, Inc. “Count 451 Defendants”)

4960. Plaintiffs reallege each and every allegation in paragraphs 1 through 4959 hereof as if fully set forth herein.

4961. Rap artist Heavy D performed the Infringing Composition “We Got Our Own Thang” on the “E-Man’s Non Stop Master Dance Mix, Heavy Hitz” Records. “We Got Our Own Thang” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine-owned sound recording “We Got Our Own Thing,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “We Got Our Own Thang.”

4962. No clearance company was involved.

4963. Defendant Label Thump Records, Inc. and MCA Records, Inc. and Defendant Entertainment Company Universal Music Group, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

4964. Defendant Label Thump Records, Inc. and MCA Records, Inc. engaged in improper conduct concerning “We Got Our Own Thang” in the same manner as did the labels described in paragraphs 40, 42, 45, and 46 hereof.

4965. Defendant Entertainment Company Universal Music Group, Inc. engaged in improper conduct concerning “We Got Our Own Thang” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, and 54 hereof.

4966. Count 451 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “We Got Our Own Thing” in the same manner as did Defendants described in paragraphs 53, 54, and 57 hereof.

4967. The applicable Plaintiffs have given Count 451 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording “We Got Our Own Thing,” and the infringement has not been remedied.

4968. The foregoing conduct of Count 451 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 451 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 452
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING "We Want The Funk" (Against Defendants SMSP and Sony Music
Entertainment, Inc. "Count 452 Defendants")

4969. Plaintiffs reallege each and every allegation in paragraphs 1 through 4968 hereof as if fully set forth herein.

4970. Rap artist Gerardo performed the Infringing Composition "We Want The Funk" on the "Jukebox Hits Disc #20" Records. "We Want The Funk" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "Give Up The Funk (Tear The Roof Off The Sucker)," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "We Want The Funk."

4971. No clearance company was involved.

4972. Defendant Label SMSP and Defendant Entertainment Company Sony Music Entertainment, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

4973. Defendant Label SMSP engaged in improper conduct concerning "We Want The Funk" in the same manner as did the labels described in paragraphs 40, 42, 45, 46, and 48 hereof.

4974. Defendant Entertainment Company Sony Music Entertainment, Inc. engaged in improper conduct concerning “We Want The Funk” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 48, and 54 hereof.

4975. Count 452 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Give Up The Funk (Tear The Roof Off The Sucker)” in the same manner as did Defendants described in paragraphs 53, 54, and 57 hereof.

4976. The applicable Plaintiffs have given Count 452 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Give Up The Funk (Tear The Roof Off The Sucker),” and the infringement has not been remedied.

4977. Upon information and belief, the infringing conduct of the Count 452 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by the misrepresentation of the correct origin of the Infringing Composition and/or Sound Recording and/or Records on the insert and cover of the Records sold to the public.

4978. The foregoing conduct of Count 452 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 452 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 453
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING “We’re In This Thing Together a/k/a We’re In This Together”
(Against Defendants Base Pipe Music, and Warner-Chappell Music, Inc. “Count 453 Defendants”)

4979. Plaintiffs reallege each and every allegation in paragraphs 1 through 4978 hereof as if fully set forth herein.

4980. Rap artist Low Profile performed the Infringing Composition “We're In This Thing Together a/k/a We're In This Together” on the “We're In This Thing Together a/k/a We're In This Together” Records. “We're In This Thing Together a/k/a We're In This Together” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition “Nappy,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “We're In This Thing Together a/k/a We're In This Together.”

4981. Songwriter Services, Inc. was the clearance company involved.

4982. Defendant Publisher Base Pipe Music (“Count 453 Publishers”) and Defendant Administrator Warner-Chappell Music, Inc. (“Count 453 Administrators”) and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

4983. Count 453 Publishers engaged in improper conduct concerning “We're In This Thing Together a/k/a We're In This Together” in the same manner as did the publishers described in paragraphs 39, 41, 45, 46, 47, and 48 hereof.

4984. Count 453 Administrators engaged in improper conduct concerning “We're In This Thing Together a/k/a We're In This Together” in the same manner as did the administrators described in paragraphs 39, 41, 45, 46, 47, and 48 hereof.

4985. Count 453 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Nappy” in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

4986. The applicable Plaintiffs have given Count 453 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Nappy,” and the infringement has not been remedied.

4987. The infringing conduct of the Count 453 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

4988. The foregoing conduct of Count 453 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 453 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 454

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Weed For Life (Remix)” (Against Defendants VP Records, Inc. and John Doe Defendants 1-500 “Count 454 Defendants”)

4989. Plaintiffs reallege each and every allegation in paragraphs 1 through 4988 hereof as if fully set forth herein.

4990. Rap artist Roundhead performed the Infringing Composition and Sound Recording “Weed For Life (Remix)” on the “Smoke the Herb the 2nd Pound” Records. “Weed For Life (Remix)” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical compositions “The Humpty Dance,” (containing “Let's Play House”) which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Weed For Life (Remix).”

4991. Blunt Recordings was the clearance company involved.

4992. Defendant Publishers John Doe Defendants 1-500 (“Count 454 Publishers”), Defendant Administrators John Doe Defendants 1-500 (“Count 454 Administrators”), Defendant Label VP Records, Inc., and Defendant Entertainment Company VP Records, Inc. and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and/or Records.

4993. Count 454 Publishers engaged in improper conduct concerning “Weed For Life (Remix)” in the same manner as did the publishers described in paragraphs 38 and/or 39, and 41, 45, 46, and 48 hereof.

4994. Count 454 Administrators engaged in improper conduct concerning “Weed For Life (Remix)” in the same manner as did the administrators described in paragraphs 38 and/or 39, and 41, 45, 46, and 48 hereof.

4995. Defendant Label VP Records, Inc. engaged in improper conduct concerning “Weed For Life (Remix)” in the same manner as did the labels described in paragraphs 41, 42, 45, 46, and 48 hereof.

4996. Defendant Entertainment Company VP Records, Inc. engaged in improper conduct concerning “Weed For Life (Remix)” in the same manner as did the entertainment companies described in paragraphs 41, 42, 45, 46, 48, and 54 hereof.

4997. Count 454 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “The Humpty Dance” (containing “Let's Play House”) in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

4998. The applicable Plaintiffs have given Count 454 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the

improper use of the musical compositions “The Humpty Dance” (containing “Let's Play House”) and the infringement has not been remedied.

4999. The infringing conduct of the Count 454 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

5000. The foregoing conduct of Count 454 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 454 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 455

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Western Hills Funk” (Against Defendants Mad Ball Music, Randy Brecker d/b/a Bowery Music Publishing, Michael Brecker d/b/a Grand Street Music, and Depth of Field Management “Count 455 Defendants”)

5001. Plaintiffs reallege each and every allegation in paragraphs 1 through 5000 hereof as if fully set forth herein.

5002. Rap artist Shug performed the Infringing Composition and Sound Recording “Western Hills Funk” on the “86 Tha Madness” Records. “Western Hills Funk” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical compositions and the Westbound and/or Nine-owned sound recordings “Mothership Connection (Star Child),” Bop Gun (Endangered Species),” and “Nappy Dugout,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Western Hills Funk.”

5003. Songwriter Services, Inc. was the clearance company involved.

5004. Defendant Publishers Mad Ball Music, Randy Brecker d/b/a Bowery Music Publishing, and Michael Brecker d/b/a Grand Street Music (“Count 455 Publishers”) and Defendant Administrators Mad Ball Music, Randy Brecker d/b/a Bowery Music Publishing, and Depth of Field Management (“Count 455 Administrators”) and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

5005. Count 455 Publisher engaged in improper conduct concerning “Western Hills Funk” in the same manner as did the publishers described in paragraphs 38, 39, 41, 45, and 46 hereof.

5006. Count 455 Administrator engaged in improper conduct concerning “Western Hills Funk” in the same manner as did the administrators described in paragraphs 38, 39, 41, 45, and 46 hereof.

5007. Count 455 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Mothership Connection (Star Child),” Bop Gun (Endangered Species),” and “Nappy Dugout” in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

5008. The applicable Plaintiffs have given Count 455 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical compositions and sound recordings “Mothership Connection (Star Child),” Bop Gun (Endangered Species),” and “Nappy Dugout,” and the infringement has not been remedied.

5009. The foregoing conduct of Count 455 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as

against Count 455 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 456

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "What A Day" (Against Defendants Irving Music, Inc., Perverted Alchemist Music, Inc., and Knowsavage Records "Count 456 Defendants")

5010. Plaintiffs reallege each and every allegation in paragraphs 1 through 5009 hereof as if fully set forth herein.

5011. Rap artist Jeru The Damaja Presents Juphahuman Klick featuring Mizmarvel performed the Infringing Composition "What A Day" on the "Heroz4hire" Records. "What A Day" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "It Was A Good Day (Remix)" (containing "Sir Nose D' Voidoffunk"), which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "What A Day."

5012. Songwriter Services, Inc. was the clearance company involved..

5013. Defendant Publishers Irving Music, Inc. and Perverted Alchemist Music, Inc. ("Count 456 Publishers"), Defendant Administrator Irving Music, Inc. ("Count 456 Administrator"), Defendant Label Knowsavage Records and Defendant Entertainment Company Knowsavage Records and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

5014. Count 456 Publisher engaged in improper conduct concerning "What A Day" in the same manner as did the publishers described in paragraphs 38, 39, 41, 45, and 46 hereof.

5015. Count 456 Administrator engaged in improper conduct concerning "What A Day" in the same manner as did the administrators described in paragraphs 38, 39, 41, 45, and 46 hereof.

5016. Defendant Label Knowsavage Records engaged in improper conduct concerning “What A Day” in the same manner as did the labels described in paragraphs 41, 42, 45, and 46 hereof.

5017. Defendant Entertainment Company Knowsavage Records engaged in improper conduct concerning “What A Day” in the same manner as did the entertainment companies described in paragraphs 41, 42, 45, 46, and 54 hereof.

5018. Count 456 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “It Was A Good Day (Remix)” (containing “Sir Nose D’ Voidoffunk”) in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

5019. The applicable Plaintiffs have given Count 456 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “It Was A Good Day (Remix)” (containing “Sir Nose D’ Voidoffunk”), and the infringement has not been remedied.

5020. The foregoing conduct of Count 456 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 456 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 457

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “What About Your Friends” (Against Defendants Arista Records, Inc., a unit of BMG Entertainment North America, Inc., Universal-MCA Music Publishing, Inc., individually and a/s/t MCA Music Publishing, a division of Universal Studios, Inc., and a/s/t MCA Music Publishing, a division of MCA, Inc., EMI April Music, Inc., Diva One Music, Partbiz Music, Pebbitone, Inc., DARP Music, Inc., EMI Music Publishing, Inc., LaFace Records, a joint venture of LaFace Records, Inc. and Arista Ventures, Inc., LaFace Records, Inc., and BMG Entertainment, Inc. “Count 457 Defendants”)

5021. Plaintiffs reallege each and every allegation in paragraphs 1 through 5020 hereof as if fully set forth herein.

5022. Rap artist TLC performed the Infringing Composition and Sound Recording “What About Your Friends” on the “Oooooohhh...On The TLC Tip” and “What About Your Friends (single)” Records. “What About Your Friends” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical compositions “The Humpty Dance,” (containing “Let’s Play House”) which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “What About Your Friends.”

5023. No clearance company was involved.

5024. Defendant Publishers Universal-MCA Music Publishing, Inc., individually and a/s/t MCA Music Publishing, a division of Universal Studios, Inc., and a/s/t MCA Music Publishing, a division of MCA, Inc., EMI April Music, Inc., Diva One Music, Partbiz Music, Pebbitone, Inc., and DARP Music, Inc. (“Count 457 Publishers”), Defendant Administrators Universal-MCA Music Publishing, Inc., individually and a/s/t MCA Music Publishing, a division of Universal Studios, Inc., and a/s/t MCA Music Publishing, a division of MCA, Inc., EMI Music Publishing, Inc., EMI April Music, Inc., Diva One Music, Partbiz Music, and Pebbitone, Inc. (“Count 457 Administrators”), Defendant Labels LaFace Records, a joint venture of LaFace Records, Inc. and Arista Ventures, Inc., LaFace Records, Inc., and Arista Records, Inc., a unit of BMG Entertainment North America, Inc. and Defendant Entertainment Companies LaFace Records, Inc. and BMG Entertainment, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and/or Records.

5025. Count 457 Publishers engaged in improper conduct concerning “What About Your Friends” in the same manner as did the publishers described in paragraphs 38, 39, 40, 45, 46, and 48 hereof.

5026. Count 457 Administrators engaged in improper conduct concerning “What About Your Friends” in the same manner as did the administrators described in paragraphs 38, 39, 40, 45, 46, and 48 hereof.

5027. Defendant Labels LaFace Records, a joint venture of LaFace Records, Inc. and Arista Ventures, Inc., LaFace Records, Inc., and Arista Records, Inc., a unit of BMG Entertainment North America, Inc. engaged in improper conduct concerning “What About Your Friends” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, 47, and 48 hereof.

5028. Defendant Entertainment Companies LaFace Records, Inc. and BMG Entertainment, Inc. engaged in improper conduct concerning “What About Your Friends” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 47, 48, and 54 hereof.

5029. Count 457 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “The Humpty Dance” (containing “Let's Play House”) in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

5030. The applicable Plaintiffs have given Count 457 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical compositions “The Humpty Dance” (containing “Let's Play House”) and the infringement has not been remedied.

5031. The infringing conduct of the Count 457 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

5032. The foregoing conduct of Count 457 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as

against Count 457 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 458

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "What That South Central Like" (Against Defendant Lench Mob Records "Count 458 Defendants")

5033. Plaintiffs reallege each and every allegation in paragraphs 1 through 5032 hereof as if fully set forth herein.

5034. Rap artist Kausion performed the Infringing Composition and Sound Recording "What That South Central Like" on the "South Central Los Skanless" Records. "What That South Central Like" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "Mothership Connection (Star Child)," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "What That South Central Like."

5035. Songwriter Services, Inc. was the clearance company involved.

5036. Defendant Label Lench Mob Records, and Defendant Entertainment Company Lench Mob Records and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and/or Records.

5037. Defendant Label Lench Mob Records engaged in improper conduct concerning "What That South Central Like" in the same manner as did the labels described in paragraphs 41, 42, 45, 46, and 48 hereof.

5038. Defendant Entertainment Company Lench Mob Records engaged in improper conduct concerning “What That South Central Like” in the same manner as did the entertainment companies described in paragraphs 41, 42, 45, 46, 48, and 54 hereof.

5039. Count 458 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Mothership Connection (Star Child)” in the same manner as did Defendants described in paragraphs 53, 54, and 57 hereof.

5040. The applicable Plaintiffs have given Count 458 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Mothership Connection (Star Child),” and the infringement has not been remedied.

5041. Upon information and belief, the infringing conduct of the Count 458 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by the misrepresentation of the correct origin of the Infringing Composition and/or Sound Recording and/or Records on the insert and cover of the Records sold to the public.

5042. The foregoing conduct of Count 458 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 458 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 459
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING “What You Wanna Do” (Against Defendant Lench Mob Records
“Count 459 Defendants”)

5043. Plaintiffs reallege each and every allegation in paragraphs 1 through 5042 hereof as if fully set forth herein.

5044. Rap artist Kausion performed the Infringing Sound Recording “What You Wanna Do” on the “South Central Los Skanless” Records. “What You Wanna Do” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical compositions “(Theme From The) Black Hole” and “Aqua Boogie (A Psychoalphadiscobetabioaquadoloop),” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “What You Wanna Do.”

5045. Songwriter Services, Inc. was the clearance company involved.

5046. Defendant Label Lench Mob Records and Defendant Entertainment Company Lench Mob Records and the listed clearance company stand in the same relationship to each other and to the Infringing Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Sound Recording and/or Records.

5047. Defendant Label Lench Mob Records engaged in improper conduct concerning “What You Wanna Do” in the same manner as did the labels described in paragraphs 41, 42, 45, 46, and 48 hereof.

5048. Defendant Entertainment Company Lench Mob Records engaged in improper conduct concerning “What You Wanna Do” in the same manner as did the entertainment companies described in paragraphs 41, 42, 45, 46, 48, and 54 hereof.

5049. Count 459 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “(Theme From The) Black Hole” and “Aqua Boogie (A Psychoalphadiscobetabioaquadoloop)” in the same manner as did Defendants described in paragraphs 53, 54, and 57 hereof.

5050. The applicable Plaintiffs have given Count 459 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the

improper use of the musical compositions “(Theme From The) Black Hole” and “Aqua Boogie (A Psychoalphadiscobetabioaquadoloop),” and the infringement has not been remedied.

5051. Upon information and belief, the infringing conduct of the Count 459 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by the misrepresentation of the correct origin of the Infringing Composition and/or Sound Recording and/or Records on the insert and cover of the Records sold to the public.

5052. The foregoing conduct of Count 459 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 459 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 460

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “What's Goin Down” (Against Defendants TVT Records, Inc. a/k/a Tee Vee Toons, WB Music Corp., Warner-Chappell Music, Inc., Polygram Records, Inc., Universal Music Group, Inc., TriStar Pictures, Inc., and Mandalay Entertainment “Count 460 Defendants”)

5053. Plaintiffs reallege each and every allegation in paragraphs 1 through 5052 hereof as if fully set forth herein.

5054. Rap artist Honky performed the Infringing Composition and Sound Recording “What's Goin Down” on the “The Fan (Original SoundTrack/OST)” and “#1 Rap Album” Records. “What’s Goin Down” was included in a Video and Motion Picture entitled “The Fan” produced by TriStar Pictures, Inc. and Mandalay Entertainment. “What's Goin Down” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical compositions “The Humpty Dance,” (containing “Let's Play House”) which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “What's Goin Down.”

5055. No clearance company was involved.

5056. Defendant Publisher WB Music Corp. (“Count 460 Publisher”), Defendant Administrators WB Music Corp. and Warner-Chappell Music, Inc. (“Count 460 Administrators”), Defendant Labels TVT Records, Inc. a/k/a Tee Vee Toons and Polygram Records, Inc., Defendant Entertainment Companies TVT Records, Inc. a/k/a Tee Vee Toons and Universal Music Group, Inc., and Defendant Video and Motion Picture Producers TriStar Pictures, Inc. and Mandalay Entertainment stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, video and motion picture producers, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and/or Records.

5057. Count 460 Publisher engaged in improper conduct concerning “What's Goin Down” in the same manner as did the publishers described in paragraphs 38, 39, 40, 45, 46, and 48 hereof.

5058. Count 460 Administrators engaged in improper conduct concerning “What's Goin Down” in the same manner as did the administrators described in paragraphs 38, 39, 40, 45, 46, and 48 hereof.

5059. Defendant Labels TVT Records, Inc. a/k/a Tee Vee Toons and Polygram Records, Inc. engaged in improper conduct concerning “What's Goin Down” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, and 48 hereof.

5060. Defendant Entertainment Companies TVT Records, Inc. a/k/a Tee Vee Toons and Universal Music Group, Inc. engaged in improper conduct concerning “What's Goin Down” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 48, and 54 hereof.

5061. Defendant Video and Motion Picture Producers TriStar Pictures, Inc. and Mandalay Entertainment engaged in improper conduct concerning “What’s Goin Down” in the same manner as did the video and motion picture producers described in paragraphs 40, 42, 45, 46, 48, and 49 hereof.

5062. Count 460 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs' copyrights in "The Humpty Dance" (containing "Let's Play House") in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 55, 56, and 57 hereof.

5063. The applicable Plaintiffs have given Count 460 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical compositions "The Humpty Dance" (containing "Let's Play House") and the infringement has not been remedied.

5064. The infringing conduct of the Count 460 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

5065. The foregoing conduct of Count 460 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 460 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 461

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "What's Gone Wrong" (Against Defendants Peace Posse Publishing, Warner Bros. Records, Inc., and Warner Music Group, Inc. "Count 461 Defendants")

5066. Plaintiffs reallege each and every allegation in paragraphs 1 through 5065 hereof as if fully set forth herein.

5067. Rap artist Pappa Yaie performed the Infringing Composition and Sound Recording "What's Gone Wrong" on the "Funky Reggae Crew: Strictly Hip-Hop Raggae Fusion" Records. "What's Gone Wrong" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine-owned sound recording "Pain

(Part 1),” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “What’s Gone Wrong.”

5068. No clearance company was involved.

5069. Defendant Publisher Peace Posse Publishing (“Count 461 Publishers”), Defendant Administrator Peace Posse Publishing (“Count 461 Administrator”), Defendant Label Warner Bros. Records, Inc. and Defendant Entertainment Company Warner Music Group, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

5070. Count 461 Publisher engaged in improper conduct concerning “What’s Gone Wrong” in the same manner as did the publishers described in paragraphs 38, 40, 45, 46, and 48 hereof.

5071. Count 461 Administrator engaged in improper conduct concerning “What’s Gone Wrong” in the same manner as did the administrators described in paragraphs 38, 40, 45, 46, and 48 hereof.

5072. Defendant Label Warner Bros. Records, Inc. engaged in improper conduct concerning “What’s Gone Wrong” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, and 48 hereof.

5073. Defendant Entertainment Company Warner Music Group, Inc. engaged in improper conduct concerning “What’s Gone Wrong” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 48, and 54 hereof.

5074. Count 461 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Pain (Part 1)” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

5075. The applicable Plaintiffs have given Count 461 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording “Pain (Part 1),” and the infringement has not been remedied.

5076. The foregoing conduct of Count 461 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 461 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 462
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING “What's That Cha Say” (Against Defendant Remedi Music “Count
462 Defendants”)

5077. Plaintiffs reallege each and every allegation in paragraphs 1 through 5076 hereof as if fully set forth herein.

5078. Rap artist Anotha Level performed the Infringing Composition and Sound Recording “What's That Cha Say” on the “On Anotha Level” and “What’s That Cha Say (single)” Records. “What's That Cha Say” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine-owned sound recording “You’re Getting A Little Too Smart,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “What's That Cha Say.”

5079. No clearance company was involved.

5080. Defendant Publisher Remedi Music (“Count 462 Publisher”) and Defendant Administrator Remedi Music (“Count 462 Administrator”) stand in the same relationship to each other and to the Infringing Composition and Sound Recording and/or Records as the publishers,

administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Sound Recordings and/or Records.

5081. Count 462 Publisher engaged in improper conduct concerning “What's That Cha Say” in the same manner as did the publishers described in paragraphs 38, 40, 45, 46, and 48 hereof.

5082. Count 462 Administrator engaged in improper conduct concerning “What's That Cha Say” in the same manner as did the administrators described in paragraphs 38, 40, 45, 46, and 48 hereof.

5083. Count 462 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “You’re Getting A Little Too Smart” in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

5084. The applicable Plaintiffs have given Count 462 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording “You’re Getting A Little Too Smart,” and the infringement has not been remedied.

5085. The infringing conduct of the Count 462 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

5086. The foregoing conduct of Count 462 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 462 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 463

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “What's Up With That” (Against Defendants John Doe Defendants 1-500, In-A-Minute Records, and Boutit, Inc., individually and d/b/a No Limit Records “Count 463 Defendants”)

5087. Plaintiffs reallege each and every allegation in paragraphs 1 through 5086 hereof as if fully set forth herein.

5088. Rap artist Master P performed the Infringing Composition and Sound Recording “What's Up With That” on the “Get Away Clean” Records. “What's Up With That” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical compositions “Gangsta Gangsta,” (containing “Funky Worm”) which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “What's Up With That.”

5089. No clearance company was involved.

5090. Defendant Publishers John Doe Defendants 1-500 (“Count 463 Publishers”), Defendant Administrators John Doe Defendants 1-500 (“Count 463 Administrators”), Defendant Labels Boutit, Inc. d/b/a No Limit Records and In-A-Minute Records, and Defendant Entertainment Companies Boutit, Inc. and In-A-Minute Records stand in the same relationship to each other and to the Infringing Composition and Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Sound Recordings and/or Records.

5091. Count 463 Publishers engaged in improper conduct concerning “What's Up With That” in the same manner as did the publishers described in paragraphs 38 and/or 39, and 40, 45, 46, and 48 hereof.

5092. Count 463 Administrators engaged in improper conduct concerning “What's Up With That” in the same manner as did the administrators described in paragraphs 38 and/or 39, and 40, 45, 46, and 48 hereof.

5093. Defendant Labels Boutit, Inc. d/b/a No Limit Records and In-A-Minute Records engaged in improper conduct concerning “What's Up With That” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, and 48 hereof.

5094. Defendant Entertainment Companies Boutit, Inc. and In-A-Minute Records engaged in improper conduct concerning “What's Up With That” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 48, and 54 hereof.

5095. Count 463 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Gangsta Gangsta” (containing “Funky Worm”) in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

5096. The applicable Plaintiffs have given Count 463 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical compositions “Gangsta Gangsta” (containing “Funky Worm”) and the infringement has not been remedied.

5097. The infringing conduct of the Count 463 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

5098. The foregoing conduct of Count 463 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 463 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 464

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “When We Get By” (Against Defendants Universal-Polygram International Publishing, Inc., individually and a/s/t Polygram International Publishing, Inc., Capitol Records, Inc., and Universal Music Group, Inc. “Count 464 Defendants”)

5099. Plaintiffs reallege each and every allegation in paragraphs 1 through 5098 hereof as if fully set forth herein.

5100. Rap artist D’Angelo performed the Infringing Composition “When We Get By” on the “Brown Sugar” Records. “When We Get By” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition “One Nation Under A Groove,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “When We Get By.”

5101. No clearance company was involved.

5102. Defendant Publishers Universal-Polygram International Publishing, Inc., individually and a/s/t Polygram International Publishing, Inc. (“Count 464 Publishers”), Defendant Administrator Universal-Polygram International Publishing, Inc., individually and a/s/t Polygram International Publishing, Inc. (“Count 464 Administrator”), Defendant Label Capitol Records, Inc. and Defendant Entertainment Company Universal Music Group, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

5103. Count 464 Publisher engaged in improper conduct concerning “When We Get By” in the same manner as did the publishers described in paragraphs 38, 40, 45, and 46 hereof.

5104. Count 464 Administrator engaged in improper conduct concerning “When We Get By” in the same manner as did the administrators described in paragraphs 38, 40, 45, and 46 hereof.

5105. Defendant Label Capitol Records, Inc. engaged in improper conduct concerning “When We Get By” in the same manner as did the labels described in paragraphs 40, 42, 45, and 46 hereof.

5106. Defendant Entertainment Company Universal Music Group, Inc. engaged in improper conduct concerning “When We Get By” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, and 54 hereof.

5107. Count 464 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “One Nation Under A Groove” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

5108. The applicable Plaintiffs have given Count 464 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “One Nation Under A Groove,” and the infringement has not been remedied.

5109. The infringing conduct of the Count 464 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

5110. The foregoing conduct of Count 464 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 464 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 465

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “When Will They Shoot” (Against Defendants Queen Music, Ltd., Beechwood Music Corporation, and EMI Music Publishing, Inc. “Count 465 Defendants”)

5111. Plaintiffs reallege each and every allegation in paragraphs 1 through 5110 hereof as if fully set forth herein.

5112. Rap artist Ice Cube performed the Infringing Composition and Sound Recording “When Will They Shoot” on the “The Predator” Records. “When Will They Shoot” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition “No Vaseline” (containing “Atomic Dog”), which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “When Will They Shoot.”

5113. No clearance company was involved.

5114. Defendant Publishers Queen Music Ltd. and Beechwood Music Corporation (“Count 465 Publishers”), Defendant Administrator EMI Music Publishing, Inc. (“Count 465 Administrator”) stand in the same relationship to each other and to the Infringing Composition and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

5115. Count 465 Publisher engaged in improper conduct concerning “When Will They Shoot” in the same manner as did the publishers described in paragraphs 39, 40, 45, 46, and 48 hereof.

5116. Count 465 Administrator engaged in improper conduct concerning “When Will They Shoot” in the same manner as did the administrators described in paragraphs 39, 40, 45, 46, and 48 hereof.

5117. Count 465 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “No Vaseline” (containing “Atomic Dog”) in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

5118. The applicable Plaintiffs have given Count 465 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “No Vaseline” (containing “Atomic Dog”), and the infringement has not been remedied.

5119. The infringing conduct of the Count 465 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

5120. The foregoing conduct of Count 465 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 465 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 466

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Who Am I (What's My Name)" (Against Defendants WB Music Corp., Suge Publishing, Warner-Chappell Music, Inc., Interscope-Geffen-A & M, a division of Universal Music Group, individually and a/s/t Interscope Records, Inc., Death Row Records, Inc., Rhino Records, Inc., Twinpack Music, Inc., Universal Music Group, Inc., Warner Music Group, Inc., and Eaglevision Film Productions, Inc. "Count 466 Defendants")

5121. Plaintiffs reallege each and every allegation in paragraphs 1 through 5120 hereof as if fully set forth herein.

5122. Rap artist Calvin Broadus a/k/a Snoop Doggy Dog performed the Infringing Composition "Who Am I (What's My Name)" on the "Doggystyle," "Death Row Greatest Hits," "Who Am I (What's My Name) (single)," "MTV: The First 1000 Years of Hip Hop," and "Hip Hop Party" Records. Further, "Who Am I (What's My Name)" was included in a video entitled "Up In Smoke Tour" produced by Eaglevision Film Productions, Inc. "Who Am I (What's My Name)" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical compositions and the applicable Westbound and/or Nine-owned sound recordings "Give Up The Funk (Tear The Roof Off Sucker)," "Pack of Lies," "P-Funk (Wants To Get Funked Up)" and "(Not Just) Knee Deep, Part 1 and Part 2" a/k/a "(Not Just) Knee Deep," which were included without license or agreement

from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Who Am I (What's My Name).”

5123. Ziffren, Brittenham, and Branca was the clearance company involved.

5124. Defendant Publishers WB Music Corp. and Suge Publishing (“Count 466 Publishers”), Defendant Administrators WB Music Corp. and Warner-Chappell Music, Inc. (“Count 466 Administrators”), Defendant Labels Interscope-Geffen-A & M, a division of Universal Music Group, individually and a/s/t Interscope Records, Inc., Death Row Records, Inc., Rhino Records, Inc., and Twinpack Music, Inc., Defendant Entertainment Companies Universal Music Group, Inc., Death Row Records, Inc., Warner Music Group, Inc., and Twinpack Music, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Records as the publishers, administrators, video producers, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

5125. Count 466 Publishers engaged in improper conduct concerning “Who Am I (What's My Name)” in the same manner as did the publishers described in paragraphs 38, 39, 41, 45, 46, and 48 hereof.

5126. Count 466 Administrators engaged in improper conduct concerning “Who Am I (What's My Name)” in the same manner as did the administrators described in paragraphs 38, 39, 41, 45, 46, and 48 hereof.

5127. Defendant Labels Interscope-Geffen-A & M, a division of Universal Music Group, individually and a/s/t Interscope Records, Inc., Death Row Records, Inc., Rhino Records, Inc., and Twinpack Music, Inc. engaged in improper conduct concerning “Who Am I (What's My Name)” in the same manner as did the labels described in paragraphs 41, 42, 45, 46, 47, and 48 hereof.

5128. Defendant Entertainment Companies Universal Music Group, Inc., Death Row Records, Inc., Warner Music Group, Inc., and Twinpack Music, Inc. engaged in improper conduct concerning

“Who Am I (What’s My Name)” in the same manner as did the entertainment companies described in paragraphs 41, 42, 45, 46, 47, 48, and 54 hereof.

5129. Defendant Video Producer Eaglevision Film Productions, Inc. engaged in improper conduct concerning “Who Am I (What’s My Name)” in the same manner as did the video producers described in paragraphs 41, 42, 45, 46, 48, and 49 hereof.

5130. Count 466 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Give Up The Funk (Tear The Roof Off Sucker), ” “Pack of Lies,” “P-Funk (Wants To Get Funked Up), ” and “(Not Just) Knee Deep, Part 1 and Part 2” a/k/a “(Not Just) Knee Deep” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 55, 56, and 57 hereof.

5131. The applicable Plaintiffs have given Count 466 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical compositions and sound recordings “Give Up The Funk (Tear The Roof Off Sucker), ” “Pack of Lies,” “P-Funk (Wants To Get Funked Up),” and “(Not Just) Knee Deep, Part 1 and Part 2” a/k/a “(Not Just) Knee Deep” and the infringement has not been remedied.

5132. The infringing conduct of the Count 466 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

5133. The foregoing conduct of Count 466 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 466 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 467

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Who Ryde” (Against Defendants Varry White Music and Spirit Two Music, Inc. “Count 467 Defendants”)

5134. Plaintiffs reallege each and every allegation in paragraphs 1 through 5133 hereof as if fully set forth herein.

5135. Rap artist Above The Law performed the Infringing Composition and Sound Recording “Who Ryde” on the “Uncle Sam's Curse” Records. “Who Ryde” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition “Colour Me Funky,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Who Ryde.”

5136. Songwriter Services, Inc. was the clearance company involved.

5137. Defendant Publisher Varry White Music (“Count 467 Publishers”) and Defendant Administrator Spirit Two Music, Inc. (“Count 467 Administrators”) and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recording and/or Records.

5138. Count 467 Publishers engaged in improper conduct concerning “Who Ryde” in the same manner as did the publishers described in paragraphs 39, 41, 45, and 46 hereof.

5139. Count 467 Administrators engaged in improper conduct concerning “Who Ryde” in the same manner as did the administrators described in paragraphs 39, 41, 45, and 46 hereof.

5140. Count 467 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Colour Me Funky” in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

5141. The applicable Plaintiffs have given Count 467 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the

improper use of the musical composition “Colour Me Funky,” and the infringement has not been remedied.

5142. The foregoing conduct of Count 467 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 467 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 468

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “Wild Wild West” (Against Defendants Trey Ball Music, June-Bug Alley Music, Interscope-Geffen-A & M, a division of Universal Music Group, Inc., individually and a/s/t Interscope Records, Inc., Universal Music Group, Inc., Warner Brothers, Warner Bros. Home Video, Burger King Corporation, and Uniworld “Count 468 Defendants”)

5143. Plaintiffs reallege each and every allegation in paragraphs 1 through 5142 hereof as if fully set forth herein.

5144. Rap artist Will Smith performed the Infringing Composition and Sound Recording “Wild Wild West” on the “Wild Wild West (Original SoundTrack/OST)” Records. Further, “Wild Wild West” was included in a Video and Motion Picture entitled “Wild Wild West” produced by Warner Brothers and Warner Brothers Home Video and in a Video (commercial) produced by Burger King Corporation and Uniworld. “Wild Wild West” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical compositions “The Humpty Dance,” (containing “Let’s Play House”) which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Wild Wild West.”

5145. No clearance company was involved.

5146. Defendant Publishers Trey Ball Music, and June-Bug Alley Music (“Count 468 Publishers”), Defendant Administrators Trey Ball Music, and June-Bug Alley Music (“Count 468 Administrators”), Defendant Label Interscope-Geffen-A & M, a division of Universal Music Group,

Inc., individually and a/s/t Interscope Records, Inc., Defendant Entertainment Company Universal Music Group, Inc., and Defendant Video and/or Motion Picture Producers Warner Brothers, Warner Bros. Home Video, Burger King Corporation, and Uniworld stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, video and motion picture producers, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recording and/or Records.

5147. Count 468 Publishers engaged in improper conduct concerning “Wild Wild West” in the same manner as did the publishers described in paragraphs 38, 40, 45, 46, 47, and 48 hereof.

5148. Count 468 Administrators engaged in improper conduct concerning “Wild Wild West” in the same manner as did the administrators described in paragraphs 38, 40, 45, 46, 47, and 48 hereof.

5149. Defendant Label Interscope-Geffen-A & M, a division of Universal Music Group, Inc., individually and a/s/t Interscope Records, Inc. engaged in improper conduct concerning “Wild Wild West” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, and 48 hereof.

5150. Defendant Entertainment Company Universal Music Group, Inc. engaged in improper conduct concerning “Wild Wild West” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 48, and 54 hereof.

5151. Defendant Video and/or Motion Picture Producers Warner Brothers, and Warner Bros. Home Video, Burger King Corporation, and Uniworld engaged in improper conduct concerning “Wild Wild West” in the same manner as did the video and motion picture producers described in paragraphs 40, 42, 45, 46, 48, and 49 hereof.

5152. Count 468 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “The Humpty Dance” (containing “Let's Play House”) in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 55, 56, and 57 hereof.

5153. The applicable Plaintiffs have given Count 468 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical compositions “The Humpty Dance” (containing “Let's Play House”) and the infringement has not been remedied.

5154. The infringing conduct of the Count 468 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

5155. The foregoing conduct of Count 468 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 468 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 469
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING “Woof!” (Against Defendants My Own Chit Publishing, EMI
Blackwood Music, Inc., EMI Music Publishing, Inc., No Limit Films, and Shooting Star Pictures “Count
469 Defendants”)

5156. Plaintiffs reallege each and every allegation in paragraphs 1 through 5155 hereof as if fully set forth herein.

5157. Rap artist Calvin Broadus a/k/a Snoop Doggy Dog performed the Infringing Composition and Sound Recording “Woof!” on the “Da Game Is To Be Sold, Not To Be Told,” “Master P Presents: No Limit All Stars,” “Who U Wit?,” “Still ‘Bout It,” “Woof! (single),” “Thug-A-Nomix,” “Screw You 1,” and “First Expedition” Records. Further, “Woof” was included in a video and a motion picture entitled “Da Game of Life” produced by No Limit Films and Shooting Star Pictures. “Woof!” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition

“Atomic Dog,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “Woof!.”

5158. Songwriter Services, Inc. was the clearance company involved.

5159. Defendant Publisher My Own Chit Publishing (“Count 469 Publishers”), Defendant Administrators EMI Blackwood Music, Inc., and EMI Music Publishing, Inc. (“Count 469 Administrators”) and Video and Motion Picture Producers No Limit Films and Shooting Star Pictures stand in the same relationship to each other and to the Infringing Composition and/or Records as the publishers, administrators, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

5160. Count 469 Publisher engaged in improper conduct concerning “Woof!” in the same manner as did the publishers described in paragraphs 39, 41, 45, and 46 hereof.

5161. Count 469 Administrators engaged in improper conduct concerning “Woof!” in the same manner as did the administrators described in paragraphs 39, 41, 45, and 46 hereof.

5162. Defendant Video and/or Motion Picture Producers No Limit Films and Shooting Star Pictures engaged in improper conduct concerning “Woof!” in the same manner as did the video and motion picture producers described in paragraphs 41, 42, 45, 46, and 49 hereof.

5163. Count 469 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Atomic Dog” in the same manner as did Defendants described in paragraphs 51, 52, 55, 56, and 57 hereof.

5164. The applicable Plaintiffs have given Count 469 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Atomic Dog,” and the infringement has not been remedied.

5165. The foregoing conduct of Count 469 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in

paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 469 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 470

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "Word Perfect" (Against Defendants Lawrence Parker d/b/a BDP Music, Bring The Noize, Inc., and Reach Back Music "Count 470 Defendants")

5166. Plaintiffs reallege each and every allegation in paragraphs 1 through 5165 hereof as if fully set forth herein.

5167. Rap artist KRS-ONE performed the Infringing Composition and Sound Recording "Word Perfect" on the "Word Perfect" Records. "Word Perfect" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "Bring The Noise" a/k/a "Bring The Noize" (containing Get Off Your Ass and Jam), which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "Word Perfect."

5168. No clearance company was involved.

5169. Defendant Publishers Lawrence Parker d/b/a BDP Music and Bring The Noize, Inc. ("Count 470 Publishers"), Defendant Administrators Lawrence Parker d/b/a BDP Music and Reach Back Music ("Count 470 Administrator") stand in the same relationship to each other and to the Infringing Composition and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

5170. Count 470 Publisher engaged in improper conduct concerning "Word Perfect" in the same manner as did the publishers described in paragraphs 38, 39, 40, 45, and 46 hereof.

5171. Count 470 Administrator engaged in improper conduct concerning "Word Perfect" in the same manner as did the administrators described in paragraphs 38, 39, 40, 45, and 46 hereof.

5172. Count 470 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs' copyrights in "Bring The Noise" a/k/a "Bring The Noize" (containing Get Off Your Ass and Jam) in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

5173. The applicable Plaintiffs have given Count 470 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition "Bring The Noise" (containing Get Off Your Ass and Jam), and the infringement has not been remedied.

5174. The foregoing conduct of Count 470 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 470 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 471
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING "You Bring The Sunshine" (Against Defendants Sony Music
Entertainment, Inc., Polygram Records, Inc. and Universal Music Group, Inc. "Count 471 Defendants")

5175. Plaintiffs reallege each and every allegation in paragraphs 1 through 5174 hereof as if fully set forth herein.

5176. Rap artist Gina Thompson performed the Infringing Composition "You Bring The Sunshine" on the "Hot Hits, Vol. 52: R & B," "You Bring The Sunshine" (single) and "NBA at 50: Musical Celebration" Records. "You Bring The Sunshine" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition "One Nation Under A Groove," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "You Bring The Sunshine."

5177. No clearance company was involved.

5178. Defendant Labels Sony Music Entertainment, Inc. and Polygram Records, Inc. and Defendant Entertainment Companies Sony Music Entertainment, Inc. and Universal Music Group stand in the same relationship to each other and to the Infringing Composition and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

5179. Defendant Labels Sony Music Entertainment, Inc. and Polygram Records, Inc. engaged in improper conduct concerning “You Bring The Sunshine” in the same manner as did the labels described in paragraphs 40, 42, 45, 46, and 48 hereof.

5180. Defendant Entertainment Companies Sony Music Entertainment, Inc. and Universal Music Group, Inc. engaged in improper conduct concerning “You Bring The Sunshine” in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 48, and 54 hereof.

5181. Count 471 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “One Nation Under A Groove” in the same manner as did Defendants described in paragraphs 53, 54, and 57 hereof.

5182. The applicable Plaintiffs have given Count 471 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “One Nation Under A Groove,” and the infringement has not been remedied.

5183. Upon information and belief, the infringing conduct of the Count 471 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by the misrepresentation of the correct origin of the Infringing Composition and/or Sound Recording and/or Records on the insert and cover of the Records sold to the public.

5184. The foregoing conduct of Count 471 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in

paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 471 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 472

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "You Brought The Sunshine (Into My Life)" (Against Defendants Praise Records and Universal Music Group, Inc. "Count 472 Defendants")

5185. Plaintiffs reallege each and every allegation in paragraphs 1 through 5184 hereof as if fully set forth herein.

5186. Rap artist Al Green performed the Infringing Composition "You Brought The Sunshine (Into My Life)" on the "On Fire In Tokyo" Records. "You Brought The Sunshine (Into My Life)" is a cover version of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine-owned sound recording "You Brought The Sunshine (Into My Life)," which was performed and released without license or agreement from the applicable Plaintiffs.

5187. No clearance company was involved.

5188. Defendant Label Praise Records and Defendant Entertainment Company Universal Music Group, Inc. stand in the same relationship to each other and to the Infringing Composition and/or Record as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

5189. Defendant Label Praise Records engaged in improper conduct concerning "You Brought The Sunshine (Into My Life)" in the same manner as did the labels described in paragraphs 40, 42, 45, 46, 48, and 54 hereof.

5190. Defendant Entertainment Company Universal Music Group, Inc. engaged in improper conduct concerning "You Brought The Sunshine (Into My Life)" in the same manner as did the entertainment companies described in paragraphs 40, 42, 45, 46, 48 and 54 hereof.

5191. Count 472 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs' copyrights in "You Brought The Sunshine (Into My Life)" in the same manner as did Defendants described in paragraphs 53, 54, and 57 hereof.

5192. The applicable Plaintiffs have given Count 472 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording "You Brought The Sunshine (Into My Life)," and the infringement has not been remedied.

5193. Upon information and belief, the infringing conduct of the Count 472 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by the misrepresentation of the correct origin of the Infringing Composition and/or Sound Recording and/or Records on the insert and cover of the Records sold to the public.

5194. The foregoing conduct of Count 472 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 472 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 473
COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION
AND/OR SOUND RECORDING "You Can't Fade Me" (Against Defendants WB Music Corp.,
Warner-Tamerlane Publishing Corp., Gangsta Boogie Music, and Warner-Chappell Music, Inc. "Count
473 Defendants")

5195. Plaintiffs reallege each and every allegation in paragraphs 1 through 5194 hereof as if fully set forth herein.

5196. Rap artist O'Shea Jackson a/k/a Ice Cube performed the Infringing Composition "You Can't Fade Me" on the "Amerikkka's Most Wanted" Records. "You Can't Fade Me" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition

“Rumpofsteelskin,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “You Can't Fade Me.”

5197. No clearance company was involved

5198. Defendant Publishers WB Music Corp., Warner-Tamerlane Publishing Corp. and Gangsta Boogie Music (“Count 473 Publishers”), Defendant Administrators Warner-Tamerlane Publishing Corp., WB Music Corp., and Warner-Chappell Music, Inc. (“Count 473 Administrators”) stand in the same relationship to each other and to the Infringing Composition and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

5199. Count 473 Publishers engaged in improper conduct concerning “You Can't Fade Me” in the same manner as did the publishers described in paragraphs 38, 39, 40, 45, 46, 47, and 48 hereof.

5200. Count 473 Administrators engaged in improper conduct concerning “You Can't Fade Me” in the same manner as did the administrators described in paragraphs 38, 39, 40, 45, 46, 47, and 48 hereof.

5201. Count 473 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Rumpofsteelskin” in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

5202. The applicable Plaintiffs have given Count 473 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “Rumpofsteelskin,” and the infringement has not been remedied.

5203. The infringing conduct of the Count 473 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the

Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

5204. The foregoing conduct of Count 473 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 473 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 474

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "You Don't Hear Me Tho" (Against Defendants Rodney O. and Joe Cooley Music and Psychotic Records "Count 474 Defendants")

5205. Plaintiffs reallege each and every allegation in paragraphs 1 through 5204 hereof as if fully set forth herein.

5206. Rap artist Rodney Oliver a/k/a Rodney O & Joe Olivera a/k/a Joe Cooley performed the Infringing Composition and Sound Recording "You Don't Hear Me Tho" on the "Fuck New York" Records. "You Don't Hear Me Tho" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical compositions "One Nation Under a Groove" and "Flashlight," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "You Don't Hear Me Tho."

5207. Fishbach, Perlstein & Yanny was the clearance company involved.

5208. Defendant Publishers Rodney O. and Joe Cooley Music ("Count 474 Publishers"), Defendant Administrators Rodney O. and Joe Cooley Music ("Count 474 Administrators"), Defendant Label Psychotic Records, and Defendant Entertainment Company Psychotic Records and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through

29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and/or Records.

5209. Count 474 Publishers engaged in improper conduct concerning “You Don't Hear Me Tho” in the same manner as did the publishers described in paragraphs 38, and 41, 45, 46, 47, and 48 hereof.

5210. Count 474 Administrators engaged in improper conduct concerning “You Don't Hear Me Tho” in the same manner as did the administrators described in paragraphs 38, and 41, 45, 46, 47, and 48 hereof.

5211. Defendant Label Psychotic Records engaged in improper conduct concerning “You Don't Hear Me Tho” in the same manner as did the labels described in paragraphs 41, 42, 45, 46, and 48 hereof.

5212. Defendant Entertainment Company Psychotic Records engaged in improper conduct concerning “You Don't Hear Me Tho” in the same manner as did the entertainment companies described in paragraphs 41, 42, 45, 46, 48, and 54 hereof.

5213. Count 474 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “One Nation Under a Groove” and “Flashlight” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

5214. The applicable Plaintiffs have given Count 474 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition “One Nation Under a Groove” and “Flashlight,” and the infringement has not been remedied.

5215. The infringing conduct of the Count 474 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

5216. The foregoing conduct of Count 474 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 474 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 475

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING "You Don't Work, U Don't Eat" a/k/a "You Don't You Don't Eat" a/k/a "U Don't Work U Don't Eat" a/k/a "U Don't Work You Don't Eat" (Against Defendants WB Music Corp., Base Pipe Music, and Warner-Chappell Music, Inc. "Count 475 Defendants")

5217. Plaintiffs reallege each and every allegation in paragraphs 1 through 5216 hereof as if fully set forth herein.

5218. Rap artist William Calhoun, Jr. a/k/a WC & The Maad Circle performed the Infringing Composition "You Don't Work, U Don't Eat" a/k/a "You Don't You Don't Eat" a/k/a "U Don't Work U Don't Eat" a/k/a "U Don't Work You Don't Eat" on the "Ain't A Damn Thing Changed" Records. "You Don't Work, U Don't Eat" a/k/a "You Don't You Don't Eat" a/k/a "U Don't Work U Don't Eat" a/k/a "U Don't Work You Don't Eat" contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical compositions "(Theme From The) Black Hole" and "The Big Bang Theory," which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of "You Don't Work, U Don't Eat" a/k/a "You Don't You Don't Eat" a/k/a "U Don't Work U Don't Eat" a/k/a "U Don't Work You Don't Eat."

5219. No clearance company was involved.

5220. Defendant Publishers WB Music Corp. and Base Pipe Music ("Count 475 Publishers") and Defendant Administrators Warner-Chappell Music, Inc., and WB Music Corp. ("Count 475 Administrators") stand in the same relationship to each other and to the Infringing Composition and/or Records as the publishers, administrators, manufacturers, distributors, and clearance companies

described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Records.

5221. Count 475 Publishers engaged in improper conduct concerning “You Don't Work, U Don't Eat” a/k/a “You Don't You Don't Eat” a/k/a “U Don't Work U Don't Eat” a/k/a “U Don't Work You Don't Eat” in the same manner as did the publishers described in paragraphs 38, 39, 40, 45, 46, and 47 hereof.

5222. Count 475 Administrators engaged in improper conduct concerning “You Don't Work, U Don't Eat” a/k/a “You Don't You Don't Eat” a/k/a “U Don't Work U Don't Eat” a/k/a “U Don't Work You Don't Eat” in the same manner as did the administrators described in paragraphs 38, 39, 40, 45, 46, and 47 hereof.

5223. Count 475 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs' copyrights in “(Theme From) The Black Hole” and “The Big Bang Theory” in the same manner as did Defendants described in paragraphs 51, 52, 56, and 57 hereof.

5224. The applicable Plaintiffs have given Count 475 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical compositions “(Theme From The) Black Hole” and “The Big Bang Theory,” and the infringement has not been remedied.

5225. The foregoing conduct of Count 475 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 475 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney's fees, in an amount to be determined.

COUNT 476

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “You Got What I Want” (Against Defendants Universal-Polygram International Publishing, Inc., individually and a/s/t Polygram International Publishing, Inc., Ramohak Publishing, Inc., Three Boys From Newark, Attitudes In Music, Rasheed Bell d/b/a Gulag Publishing,

Paid In Life Music, RCM Artist Music, Giant Records, Inc., and Warner Music Group, Inc. “Count 476 Defendants”)

5226. Plaintiffs reallege each and every allegation in paragraphs 1 through 5225 hereof as if fully set forth herein.

5227. Rap artist POV performed the Infringing Composition and Sound Recording “You Got What I Want” on the “Handin Out Beatdowns” Records. “You Got What I Want” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical composition and the Westbound and/or Nine-owned sound recording “Funky Worm,” which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “You Got What I Want.”

5228. Sample Clearance, Ltd. was the clearance company involved.

5229. Defendant Publishers Universal-Polygram International Publishing, Inc., individually and a/s/t Polygram International Publishing, Inc., Ramohak Publishing, Inc., Three Boys From Newark, Attitudes In Music, Rasheed Bell d/b/a Gulag Publishing, Paid In Life Music, and RCM Artist Music (“Count 476 Publishers”), Defendant Administrators Universal-Polygram International Publishing, Inc., individually and a/s/t Polygram International Publishing, Inc., Ramohak Publishing, Inc., Three Boys From Newark, Attitudes In Music, Rasheed Bell d/b/a Gulag Publishing, Paid In Life Music, and RCM Artist Music (“Count 476 Administrators”), Defendant Label Giant Records, Inc., and Defendant Entertainment Company Warner Music Group, Inc. and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and Sound Recordings and/or Records.

5230. Count 476 Publishers engaged in improper conduct concerning “You Got What I Want” in the same manner as did the publishers described in paragraphs 38, 41, 45, 46, and 48 hereof.

5231. Count 476 Administrators engaged in improper conduct concerning “You Got What I Want” in the same manner as did the administrators described in paragraphs 38, 41, 45, 46, and 48 hereof.

5232. Defendant Label Giant Records, Inc. engaged in improper conduct concerning “You Got What I Want” in the same manner as did the labels described in paragraphs 41, 42, 45, 46, 47, and 48 hereof.

5233. Defendant Entertainment Company Warner Music Group, Inc. engaged in improper conduct concerning “You Got What I Want” in the same manner as did the entertainment companies described in paragraphs 41, 42, 45, 46, 47, 48, and 54 hereof.

5234. Count 476 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Funky Worm” in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

5235. The applicable Plaintiffs have given Count 476 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical composition and sound recording “Funky Worm,” and the infringement has not been remedied.

5236. The infringing conduct of the Count 476 Defendants, described more fully above, was fraudulently concealed from Plaintiffs by virtue of the filing of a registration of copyright on the Infringing Composition and/or Sound Recording and/or Records misrepresenting the correct origin of such and/or by doing the same on the insert and cover of the Records sold to the public.

5237. The foregoing conduct of Count 476 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 476 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 477

COPYRIGHT INFRINGEMENT ARISING OUT OF THE INFRINGING MUSICAL COMPOSITION AND/OR SOUND RECORDING “You'll Get Blasted” (Against Defendants Arista Records, Inc., a unit of BMG Entertainment North America, Inc., John Doe Defendants 1-500, PGA Records, and BMG Entertainment, Inc. “Count 477 Defendants”)

5238. Plaintiffs reallege each and every allegation in paragraphs 1 through 5237 hereof as if fully set forth herein.

5239. Rap artist Total Devastation performed the Infringing Composition and Sound Recording “You'll Get Blasted” on the “Legalize It” Records. “You'll Get Blasted” contains sampled and/or interpolated portions of the Bridgeport and/or Southfield-owned musical compositions “Guerillas In Tha Mist a/k/a Guerillas In The Mist” (containing “Sir Nose D'Voidoffunk”), which were included without license or agreement from the applicable Plaintiffs, the inclusion of which greatly enhanced the musical and financial value of “You'll Get Blasted.”

5240. Songwriter Services, Inc. was the clearance company involved.

5241. Defendant Publishers John Doe Defendants 1-500 (“Count 477 Publishers”), Defendant Administrators John Doe Defendants 1-500 (“Count 477 Administrators”), Defendant Labels PGA Records and Arista Records, Inc., a unit of BMG Entertainment North America, Inc., and Defendant Entertainment Companies PGA Records and BMG Entertainment, Inc. and the listed clearance company stand in the same relationship to each other and to the Infringing Composition and/or Sound Recording and/or Records as the publishers, administrators, labels, entertainment companies, manufacturers, distributors, and clearance companies described in paragraphs 19 through 29 hereof stand to each other and to the Infringing Compositions and/or Sound Recordings and/or Records.

5242. Count 477 Publishers engaged in improper conduct concerning “You'll Get Blasted” in the same manner as did the publishers described in paragraphs 38 and/or 39, and 41, 45, and 46 hereof.

5243. Count 477 Administrators engaged in improper conduct concerning “You'll Get Blasted” in the same manner as did the administrators described in paragraphs 38 and/or 39, and 41, 45, and 46 hereof.

5244. Defendant Labels PGA Records and Arista Records, Inc., a unit of BMG Entertainment North America, Inc. engaged in improper conduct concerning “You'll Get Blasted” in the same manner as did the labels described in paragraphs 41, 42, 45, and 46 hereof.

5245. Defendant Entertainment Companies BMG Entertainment, Inc. and PGA Records engaged in improper conduct concerning “You'll Get Blasted” in the same manner as did the entertainment companies described in paragraphs 41, 42, 45, 46, and 54 hereof.

5246. Count 477 Defendants improperly received and paid fees and royalties generated by the applicable Plaintiffs’ copyrights in “Guerillas In Tha Mist a/k/a Guerillas In The Mist” (containing “Sir Nose D’Voidoffunk”) in the same manner as did Defendants described in paragraphs 51, 52, 53, 54, 56, and 57 hereof.

5247. The applicable Plaintiffs have given Count 477 Defendants notice described in paragraph 60 hereof, but have received no compensation in the form of royalties and/or copyright interest for the improper use of the musical compositions “Guerillas In Tha Mist a/k/a Guerillas In The Mist” (containing “Sir Nose D’Voidoffunk”) and the infringement has not been remedied.

5248. The foregoing conduct of Count 477 Defendants constitutes the same legal violations and causes of action and Plaintiffs have incurred damages in the same legal categories as those alleged in paragraphs 58, 59, 61, and 62 hereof as a result of such conduct. Therefore, Plaintiffs request that, as against Count 477 Defendants, Plaintiffs be awarded actual and/or statutory damages, for each infringement as proven, plus costs, interest, and attorney’s fees, in an amount to be determined.

COUNT 478
ACTION FOR DECLARATORY JUDGMENT OF PLAINTIFFS' OWNERSHIP OF
DEFENDANT PUBLISHERS' CLAIMED COPYRIGHTS AND PLAINTIFFS
ENTITLEMENT TO ALL RELATED ROYALTIES
(Against all Defendant Publishers)
Set Forth in Exhibit C

5249. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs 1 through 5248 hereof as if fully set forth herein.

5250. Pursuant to 17 U.S.C. §101 et seq., this Court may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought. Any such declaration shall have the force and effect of a final judgment or decree and shall be reviewable as such.

5251. Plaintiffs seek a declaratory judgment that Bridgeport and/or Southfield are the owners of each of the allegedly Infringing Compositions listed on the attached Exhibit C, and that Westbound and/or Nine are the owners of each of the Infringing Sound Recordings, on the grounds that such works are derivatives of plaintiffs' copyrights and plaintiffs are the parties with exclusive rights to all such derivative works. In the alternative, plaintiffs seek declaratory judgment of their percentage ownership in the new works.

5252. Plaintiffs further seek declaratory judgment that, as a result of their ownership referenced above, any and all assignments and/or transfers and/or licenses of the subject infringing copyrights are hereby declared null and void.

COUNT 479
ACTION FOR DECLARATORY JUDGMENT OF PLAINTIFFS' ENTITLEMENT TO
MASTERS FROM DEFENDANT RECORD COMPANIES AND ALL RELATED SALES
AMOUNTS
(Against all Defendant Labels)
Identified in Exhibit C

5253. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs 1 through 5252 as if set forth fully herein.

5254. Pursuant to 17 U.S.C. §101 et seq., this court may declare the rights and other legal relations of any interested parties seeking such declaration, whether or not further relief is or could be sought. Any such declaration shall have the force and effect of a final judgment or decree and shall be reviewable as such.

5255. Plaintiffs are entitled to damages for copyright infringement as described fully above. In the alternative, plaintiffs seek a declaratory judgment that, as a result of such ownership referenced above, Bridgeport and/or Southfield are entitled to mechanical royalties from Defendant Labels concerning the copyrights in the Infringing Compositions and/or Infringing Sound Recordings reflected on Exhibit C in the pro rata amounts of their ownership of copyrights.

5256. Further, plaintiffs seek a declaratory judgment that, as a result of such ownership referenced above, Westbound and/or Nine are entitled to future fees from sales of the Records from Defendant Labels concerning the copyrights reflected on Exhibit C in the pro rata amounts of their ownership of copyrights.

COUNT 480
ACTION FOR PERMANENT INJUNCTION
(Against All Defendants)

5257. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs 1 through 5256 hereof as if fully set forth herein.

5258. As described more fully above, all of the wrongful conduct of each of the defendants entitle plaintiffs to compensatory, statutory, and other damages in an amount to be determined.

5259. The Infringing Compositions and/or Infringing Sound Recordings were released illegally and without right or justification in violation of plaintiffs' ownership interest in such Infringing Compositions and Infringing Sound Recordings.

5260. Accordingly, at the conclusion of this action, plaintiffs request that a permanent injunction issue ordering that all Infringing Compositions and/or Sound Recordings and/or Records, in whatever form, be prohibited from being further released, reprinted, performed, or sold, without the consent of plaintiffs, and that all such Infringing Compositions and/or Infringing Sound Recordings and/or Records, in whatever form, already released, be immediately retrieved, impounded, and returned to plaintiffs for destruction, unless otherwise consented to by plaintiffs.

COUNT 481
VIOLATIONS OF THE TENNESSEE CONSUMER PROTECTION ACT
(Against Defendants Identified In Exhibit E Hereto "Count 481 Defendants")

5261. Plaintiffs repeat and reallege the allegations of paragraphs 1 through 5260 of the Complaint as if fully set forth herein.

5262. The defendants identified in Exhibit E (The "Count 481 Defendants"), with respect to the corresponding songs also identified in Exhibit E, among other things, either: (1) filed false, unfair, and deceptive copyrights, or had such filed on their behalf, which misrepresented the true origin of the Infringing Compositions and/or Sound Recordings; and/or (2) misrepresented the true and correct origin of the Infringing Compositions and/or Sound Recordings on the songs themselves and the inserts that are packaged with the Records and sold to the public. These songs then were sold to consumers in the State of Tennessee, and elsewhere, who relied on the false, deceptive, and unfair representations made by the Count

481 Defendants, all of which were described fully above, when such consumers purchased what they believed were original, non-infringing Compositions and/or Sound Recordings.

5263. The acts of the Count 481 Defendants were intended to harm plaintiffs, and the consumers in Tennessee and elsewhere, insofar as the Count 481 Defendants wanted the general public to believe that the Infringing Compositions and/or Sound Recordings were original works, and did not want plaintiffs put on notice to pursue their claims of copyright infringement. By the actions described more fully above, and throughout this Complaint, plaintiffs then indeed were damaged when the general public purchased the Infringing Compositions and/or Sound Recordings, plaintiffs did not receive any royalties to which they were lawfully entitled, and plaintiffs were not put on notice to pursue their claims of copyright infringement.

5264. The false, deceptive, and unfair acts of the Count 481 Defendants were done knowingly, willfully, and/or with a reckless disregard of whether the representations described herein were false, deceptive, misleading, and unfair.

5265. Each separate act of the Count 481 Defendants constitutes separate violations of the Tennessee Consumer Protection Act, Tennessee Code Annotated §47-18-101 et. seq., which prohibits:

- a) unfair and/or deceptive acts or practices affecting the conduct of trade or commerce; and
- b) acts or practices which are deceptive to the consumer, or to any other person.

5266. The wrongful, false, and deceptive acts of the Count 481 Defendants still are continuing insofar as the songs identified in Exhibit E still are in print, sales still are occurring, and/or the Infringing Compositions and/or Sound Recordings continue to be manufactured, distributed, and performed.

5267. As a direct and proximate result of the conduct of the Count 481 Defendants, plaintiffs have suffered substantial harm and damages and are entitled to an award of:

- a) actual damages in an amount to be determined at trial, as provided by Tennessee Code Annotated §47-18-109(a)(1);
- b) treble damages, as provided by Tennessee Code Annotated §47-18-109(a)(3); and
- c) reasonable attorney's fees and costs for prosecuting this action, as provided by Tennessee Code Annotated §47-18-109(e)(1).

COUNT 482
NEGLIGENT FAILURE TO INVESTIGATE SUSPICIOUS SUBMISSIONS
(Against all Defendant Publishers, Administrators, and Labels "Count 482 Defendants")
Set Forth Fully in Exhibit C

5268. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs 1 through 5267 as if set forth fully herein.

5269. As alleged fully above, defendant willfully infringed the copyrights of plaintiffs. In the alternative, each of the defendants had a duty and failed to meet that duty to act as a reasonable and prudent publisher, administrator, label, would act in registering a copyright and/or submitting label copy and/or distributing Records and information related to Records, which duty is set forth previously in this complaint and incorporated herein and, in fact, were grossly negligent in determining whether the Infringing Compositions and/or Sound Recordings and/or Records in issue infringed upon any other, pre-existing musical composition and/or sound recording.

5270. As a direct and proximate result of the Count 482 Defendants' failure to perform the duties of a reasonable and prudent publisher, administrator, and/or label, plaintiffs have been harmed and have suffered damages, including but not limited to, lost profits, loss of good

will, loss of publicity, attorney's fees, and interest, the amount of which should be determined at trial.

5271. Further, the Count 482 Defendants' actions constitute willful, knowing, and gross negligence done with reckless disregard and conscious indifference for the rights of others, for which plaintiffs are entitled to punitive damages.

COUNT 483
NEGLIGENT FAILURE OF CLEARING COMPANIES
TO INFORM INTERESTED PARTIES OF
CONCLUSION OF CLEARANCE REQUESTS
(Against all Defendant Clearance Companies)
Set Forth in Exhibit C

5272. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs 1 through 5271 as if set forth fully herein.

5273. Defendant Clearance Companies had a duty to and failed to meet such duty to act as a reasonable and prudent clearance company would act in attempting to obtain clearance for use of samples in new Infringing Compositions and/or Sound Recordings and/or Records, which duty is set forth previously in this Complaint and incorporated herein. Defendant Clearance Companies, however, failed to consummate or conclude negotiation over the use of plaintiffs' sampled Compositions and/or Sound Recordings in the Infringing Compositions, and in fact, despite promises to do so, in many instances failed to even contact plaintiffs to alert them that the subject defendants (1) were refusing to plaintiffs' terms; (2) were releasing the Infringing Compositions and/or Sound Recordings and/or Records into the market; and/or (3) that Defendant Clearance Companies were no longer acting as the agents for the defendants.

5274. As a direct and proximate result of Defendant Clearance Companies failure to perform the duties of a reasonable and prudent clearance company, plaintiffs have been harmed and have suffered damages, including but not limited to, loss of profits, loss of opportunities,

loss of good will, loss of publicity, attorney's fees, and interest, the amount of which is to be determined at trial.

5275. Further, the Defendant Clearance Companies' actions constitute willful, knowing and gross negligence, done with reckless disregard and conscious indifference for the rights of others, for which plaintiffs are entitled to punitive damages.

COUNT 484
BREACH OF CONTRACT BY CERTAIN DEFENDANT LABELS
AND/OR ENTERTAINMENT COMPAINES

(Against Defendants Boutit, Inc. d/b/a No Limit Records, Elektra Entertainment Group, Inc., individually and a/s/t Elektra Entertainment, a division of Warner Communications, Inc. and a/s/t East West Records, Inc., 380 Recordings, Inc., Select Records, Inc., Sony Music Entertainment, Inc., Epic Records, Inc., Polygram Records, Inc., Giant Records, Inc., LaFace Records, Inc., Arista Records, Inc., a unit of BMG Entertainment North America, Inc., individually and a/s/t Profile Records, LaFace Records, a joint venture of LaFace Records, Inc. and Arista Records, Inc., Mercury Records, a division of Universal Music Group, Inc., Next Plateau Records, Inc., a division of London Records, a division of London-Sire Music Corp., Interscope-Geffen-A&M, a division of Universal Music Group, Inc., individually and a/s/t Interscope Records, Inc., Relapse Records, Loud Records, LLC, individually and a/s/t Relativity Records, Red Ant Entertainment, Atlantic Recording Corp. d/b/a Atlantic Records, Warner Bros. Records, Inc., Malaco Records, Inc., and Twinpack Music, Inc. "Count 484 Defendants")

5276. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs 1 through 5275 as if set forth fully herein.

5277. Attached hereto as Exhibit D is a list of those Defendant Labels and/or Entertainment Companies who entered into agreements entitled Mechanical Licenses, with plaintiffs (Count 484 Defendants). Also described on Exhibit D are the names of the Infringing Compositions and/or Sound Recording for which these contracts where entered. Each such mechanical license constitutes a valid contract ("the Contracts"). The Count 484 Defendants have breached the contract by failing to provide plaintiffs with the royalties agreed upon in these Contracts. The breaches by the Count 484 Defendants make these Contracts null and void from inception for lack of consideration and entitle plaintiff to sue for copyright

infringement. In the alternative, each of the Count 484 Defendants are liable for breach of contract.

5278. Such Defendant Labels and/or Entertainment Companies have breached the Contracts though plaintiffs have fulfilled their obligations under such Contracts. Such breaches are material.

5279. As a direct and proximate result of the above-listed Defendant Labels and/or Entertainment Companies material breaches, plaintiffs have suffered damages, including but not limited to loss of profits, loss of opportunities, loss of good will, loss of publicity, attorney's fees, and interest, the amount of which to be determined at trial.

COUNT 485
NEGLIGENT FAILURE OF DEFENDANT BMI TO ESCROW DISPUTED MONIES
AND GIVE NOTICE OF DISPUTE
(Against Defendant BMI)

5280. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs 1 through 5279 as if set forth fully herein.

5281. Upon information and belief, Defendant BMI had a duty and failed to meet its duty to act as a reasonable and prudent licensing agency would act upon notice of a dispute over monies generated from a musical composition copyright licensed by it, which duty is set forth previously in this Complaint and incorporated herein. Defendant BMI, in fact, took no action after receiving notice from plaintiffs regarding disputes over the musical composition copyrights made the basis of this lawsuit.

5282. As a direct and proximate result of BMI's failure to perform the duties of a reasonable and prudent licensing agency, plaintiffs has been harmed and has suffered damages,

including but not limited to, loss of profits, loss of opportunities, loss of good will, loss of publicity, attorney's fees, and interest, the amount of which to be determined at trial.

COUNT 486
ACCOUNTING
(Against all Defendants)

5283. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs 1 through 5282 as if fully set forth herein.

5284. Plaintiffs, due to the infringement and wrongful acts of defendants, are entitled to an accounting by each defendant of amounts relating to the copyrights of plaintiffs, whereby plaintiffs may determine the revenues and profits rightfully belonging to plaintiffs and wrongfully gained by defendants.

NATURE OF LIABILITY

5285. As co-infringers, defendants in each count are jointly and severally liable for all amounts owed.

5286. Upon information and belief, Defendant Labels, which are subsidiaries of Defendant Entertainment Companies are the alter egos and/or instrumentalities of Defendant Entertainment Companies, as the Entertainment Companies exercise complete dominion and control over the subsidiaries in finances, policies and business practices so that the Labels have no separate minds, wills, or existences of their own, and such control has been used for wrongful and unjust acts in contravention of third party rights, as particularly in contradiction of plaintiffs' rights, as more particularly set forth above. This control and these breaches of duty by the Entertainment Companies have proximately caused injury and/or unjust loss to plaintiffs in loss of profits, loss of opportunities, loss of goodwill, loss of publicity, attorney's fees and interest. As a result, this Court should pierce the corporate veils between Defendant

Labels and Defendant Entertainment Companies and hold such entities jointly and severally liable for amounts owed by each.

TRIAL BY JURY

5287. Plaintiffs hereby request trial by jury on all issues wherein trial by jury is permissible.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs Bridgeport Music, Inc., Southfield Music, Inc., Westbound Records, Inc. and Nine Records, Inc. demand judgment as follows:

(1) that defendants be found liable for direct, contributory and/or vicarious copyright infringement, as proven at trial;

(2) that defendants be ordered to submit to an accounting so that all gains, sales, profits, and advantages derived by defendants from each of their acts may be determined;

(3) that defendants be found liable for willful copyright infringement for each infringement;

(4) that for such copyright infringement defendants be ordered to pay plaintiffs:

(a) such damages as plaintiffs have sustained in consequence of defendants' infringement of said copyrights, and to account for and pay to plaintiffs all gains, profits and advantage derived by defendants from their infringement of plaintiffs' copyrights, the total amount to be determined at a trial of this action, or such damages as shall appear proper within the provisions of the Copyright statute; or in the alternative;

(b) in the event that plaintiffs' actual damages, including defendant's profits are less than One Hundred Fifty Thousand (\$150,000.00) Dollars for each infringement and defendants are found to have willfully infringed, the plaintiffs, in the discretion of the

Court, be awarded statutory damages in the amount of One Hundred Fifty Thousand (\$150,000.00) Dollars for each infringement pursuant to the provision of 17 U.S.C. 504(c)(2); or in the alternative

(c) in the event that defendants are not found to have willfully infringed and plaintiffs actual damages, including defendants' profits are less than Thirty Thousand (\$30,000.00) Dollars per infringement that plaintiffs in the discretion of the court be awarded statutory damages in the amount of Thirty Thousand (\$30,000.00) Dollars for each infringement pursuant to the provision of 17 U.S.C. 504(c)(1); and/or

(5) that pursuant to 17 U.S.C. §502, defendants their agents and servants be permanently enjoined from infringing said copyrights of plaintiffs in any manner, including from distributing copies of and making Records of the Infringing Compositions and/or Infringing Sound Recordings and from publishing, selling, marketing or otherwise disposing of any copies of the Records or any other devices upon which the unlicensed plaintiffs' compositions and/or sound recordings are embodied, and from licensing and contributing to or participating in and furthering any infringing acts;

(6) that all amounts received by defendants from the date of filing of this suit from the exploitation of musical compositions in issue in the instant case be placed in an escrow account pending the outcome of this litigation, and that such amounts be awarded to plaintiffs at a conclusion of this case;

(7) that pursuant to 17 U.S.C. §503, and unless otherwise consented to by plaintiffs, defendants be required to deliver up on oath to be impounded and for destruction all infringing Records, copies, recordings, and all plates, molds, matrices, and other means of any kind for making infringing copies, recordings, and/or sound recordings and other infringing

materials in their possession and/or under their control and that all Infringing Compositions and Sound Recordings and Records in whatever form, be prohibited from being further released, reprinted, performed or sold, without the consent of plaintiffs;

(8) that pursuant to 17 U.S.C. §505 defendants pay to plaintiffs the costs of this action, prejudgment interest, and reasonable attorney's fees to be allowed to plaintiffs by this Court;

(9) that the Court enter Declaratory Judgment that plaintiffs own the copyrights in the Infringing Compositions and Sound Recordings and the masters of the Infringing Sound Recordings and are entitled to full back royalties based on such percentages or, in the alternative, that the Court declare plaintiffs ownership interests in such works and order appropriate payment based on such ownership interest;

(10) that the Court enter Declaratory Judgment that plaintiffs Bridgeport and/or Southfield are entitled to mechanical royalties as Publishers on the subject Infringing Compositions and/or Sound Recordings and/or Records from the release date and from this day forward from Defendant Labels at the full statutory rate in the amounts of their copyright interests;

(11) that the applicable defendants be found liable for negligence as set forth above and that as a result plaintiffs be awarded damages in an amount to be determined at trial by the trier of fact;

(12) that the applicable defendants be found liable for gross negligence as set forth above and that as a result plaintiffs be awarded punitive damages in the amount to be determined at trial by the trier of fact;

(13) that Defendant BMI be found liable for negligence as set forth above and that,

as a result, plaintiffs be awarded damages in an amount to be determined at trial by the trier of fact;

(14) that Defendant BMI found liable for gross negligence and that, as a result, plaintiffs be awarded punitive damages in the amount to be determined by the trier of fact; and/or

(15) that the applicable defendants be found liable for violations of the Tennessee Consumer Protection Act and that, as a result, plaintiffs be awarded damages in amount to be determined by the trier of fact;

(16) that the applicable defendants be found liable for willful violations of the Tennessee Consumer Protection Act and that, as a result, plaintiffs be awarded treble damages under the Tennessee Consumer Protection Act;

(17) that plaintiffs be awarded attorney's fees, pre- and post-judgment interest and costs;

(18) that plaintiffs be awarded trial by jury on all issues triable by jury;

(19) that plaintiffs be awarded all relief to which they are justly entitled.

Respectfully submitted,

KING & BALLOW

By:



Richard S. Busch, BPR #14594
D'Lesli M. Davis, BPR #17062
1100 Union Street Plaza
315 Union Street
Nashville, TN 37201

Attorneys for Plaintiffs
Bridgeport Music Company, Inc.,
Southfield Music, Inc., Westbound Records,
Inc., and Nine Records, Inc.

OF COUNSEL:

ROTHCHILD, BARRY, & MYERS
Joseph Della Maria
55 W. Monroe Street
Suite 3900
Chicago, IL 60603
(312) 372-2345